

## COMMERCIAL SOUND & VIDEO PRODUCTS TERMS OF SALE

This Terms of Sale excludes sales of ALD products, including Pocketalkers, which require a separate reseller agreement.

### ORDERS

Email orders to: [orders@williamsav.com](mailto:orders@williamsav.com) or call 800-843-3544.

### PRICING

Our commercial pricing structure includes options for Dealers and Gold Level Dealers. Each partner designation requires that a signed reseller application be completed with Williams AV. Partner status and pricing is determined based on annual sales volume and training commitments to ensure that our sales channels have the most current information necessary to accurately represent our products and services. For more information regarding partner designations / categories / discounts, please contact your Williams AV regional sales manager.

#### MAP (Minimum Advertised Price) Policy:

MAP pricing applies to products identified under the "MAP" price column in the price list. MAP is typically 10% below MSRP and must be strictly adhered to. **Violation of our MAP policy may result in dealer termination.** Please refer to the Williams AV MAP policy for more information.

### SHIPPING

Our Goal: It is our goal to ship most products within 3 – 5 business days, excluding products that require programming or customization.

How We Ship: We ship all orders by the most cost-effective method to meet required timeframes. We can ship packages via Ground, Overnight, 2-day, or 3-day air.

Drop Shipments: Drop shipments are accommodated with a drop ship fee added to your order.

Orders up to: (\$150.00) = \$3.00, (\$151.00 to \$500.00) = \$5.00, (\$500.00+) = \$10.00.

Please note that we do not drop ship outside the U.S. (This includes APO addresses.) Delivery signature is required on all drop ship orders over \$5,000.00

Cost of Shipping: All orders are FOB Williams AV factory, Eden Prairie, Minnesota. Shipping costs are prepaid and invoiced on all orders unless using own shipping account. **\*\*\*If using your own or a 3<sup>rd</sup> party shipping account, a \$3.50 per box handling fee will be added to the invoice.\*\*\*** COD charges are added to the invoice on any COD order.

Damage Claims: For any damaged shipments received, contact the shipping carrier within 24 - 48 hours for claim instructions. Williams AV is not responsible for damage that occurs in transit.

30-day Money Back Guarantee: Williams AV products carry a 30-day money back guarantee. Please return the equipment in new condition, in the original packaging, and within 30 days of the invoice date in order to receive credit. We do not issue credit for shipping charges, COD or drop ship fees.

### ACCOUNTING

Minimum Opening Order: \$1000.00. Pre-payment required with check or credit card.

Payment and Credit Terms: Once your reseller application is approved, you may be eligible to apply for credit terms. Please complete our one-page credit application and email it to [info@williamsav.com](mailto:info@williamsav.com). The average process time is 1-2 weeks. Upon approval from our Accounting Department, credit terms may be extended to your business.

In the event of a late payment or an overdue invoice, accounts will be placed on credit hold status. All new orders will be held until the account is current. A 2% monthly finance charge fee is assessed on all overdue invoices. NSF checks will result in a \$50.00 service charge, finance charges, and immediate suspension of shipments until the account is paid in full. We reserve the right to place your account on credit hold, delay shipments, and/or change account terms if good credit and payment status are not maintained. We appreciate your efforts to communicate with us and pay on time.

Method of Payment: We accept the following payment methods: COD, check, credit card and wire transfer/ACH.

**Credit card payment on open term invoices will incur a 3.5% surcharge.**

## MISCELLANEOUS

Minimum order requirement: \$50.00.

Rental Information: Williams AV does not offer equipment on a rental basis. Please contact us for a list of Authorized Dealers who offer Williams AV equipment for rent.

Web Sales: Prior approval is required from Williams AV for the following product lines to be sold via internet sales:

- WaveCAST T8
- Loop Amplifiers and systems

US Sales Authorization: The execution of a Dealer contract with Williams AV permits the Dealer to sell Williams AV products within the 50 states in the US. If a Dealer has an international sales presence and would like to offer Williams AV products outside of the US, please contact the Williams AV, VP of Sales to discuss specific markets and products to be sold. Prior written authorization from the Williams AV, VP of Sales is required for all international sales efforts as well as full compliance with export regulations.

## RETURNS FOR SERVICE/REPAIR OR CREDIT

1) Please call our Product Service Department at 800-328-6190 to request a Return Authorization (RA) Number and shipping instructions.

2) Choose your preferred carrier to return the equipment to Williams AV. Clearly mark the RA Number on the outside of the package along with your return address. Prepay shipping charges (no freight collect shipments will be accepted). We are not responsible for items damaged during shipping. Please pack your items carefully.

Returns for Credit: Items returned for credit, in like-new condition with complete packaging, will be issued a full credit (excluding original shipping charges). Items returned for credit after 30 days are subject to a 20% restocking fee. We are unable to issue credit for merchandise after 90 days from the date of purchase. Additional fees or refusal of credit may occur due to missing or damaged equipment.

Warranty Repairs: It is our goal to complete repairs within 5 business days (larger quantities may require extra time). If the product you're returning to us is under warranty, please provide a copy of the original invoice. The warranty period starts from the date of sale. If the date of sale cannot be established, the date of manufacture will be used as the effective date of the warranty. We will repair or, at our option, replace any part or product that proves defective in materials or workmanship during the warranty period. The warranty does not extend to deliberate or accidental physical damage, neglect, misuse, or to products that we deem to be abused. Unauthorized repairs, the use of our products with power supplies not verified by Williams AV, or modifications made to the product, voids the warranty. Refer to Warranty Information section for more information.

Warranty Exclusion: Our products are not warranted for use in corrosive or chemically adverse environments; specifically, damage due to moisture that can occur in health club type settings, or any other chemically corrosive environments, i.e. corroded batteries, sweat, salt. Damage due to these causes VOIDS the product warranty.

Out-of-Warranty Repairs: We will continue to repair out of warranty products for a limited time, based on parts availability. Out-of-Warranty repairs will be charged at a standard service rate.

### Standard Service Rates:

- Diagnostic Fee - \$25
- FM or IR Receiver - \$50
- Body-Pack Transmitter - \$120
- Infrared Emitter - \$220
- Infrared Modulator - \$220
- Base Station FM Transmitter - \$300
- Digi-Wave DLT Transceiver - \$75
- Digi-Wave DLR Receiver - \$50
- Annotation Pro/Pro Plus - \$500
- Digi-Wave Firmware update - \$25
- Digi-Wave DLT Transceiver battery replacement - \$29.95
- CHG 1012 / CHG 3512 / CHG 412- \$150
- IC-2 - \$300

- IC-2 Firmware update - \$50

Note: Equipment out of warranty and not listed above will have charges assessed based on parts, labor and availability.

Out of Warranty Repair Return Shipping Charges:

Ground (Standard Shipping) (Up to 5 lbs) = \$20.00, (5-20 lbs) = \$30.00

(20+ lbs) = Check with factory for shipping rates.

Other shipping options are available. Please call for more information.

NOTE: Repair rates DO NOT reflect the cost of accessories that need to be replaced. Examples of accessories: earphone, headset, microphone, neckloop, charger, antenna, or power supply.

## WARRANTY INFORMATION

Williams AV products are engineered, designed, and manufactured under carefully controlled conditions to provide you with many years of reliable service.

### Wi-Fi Products

WaveCAST – 2 Year Warranty

### FM Plus Products

Transmitter – 2 Year Warranty

Receivers - Lifetime Limited Warranty

Williams AV warrants all FM transmitters and receivers against defects in materials and workmanship under normal use and conditions for the lifetime of the product from date of purchase. FM Plus products will be considered in warranty if in current production as defined by the most recent Commercial Sound & Video Products (CSVP) price list.

### Infrared Plus Products

All Williams Sound Infrared emitters, modulators and receivers – 5 Year Warranty

### Digital (Digi-Wave) Products

All Williams AV Digi Wave transceivers, receivers and Digi Wave docks – 2 Year Warranty

### Induction Loop Products – DIGILOOP & Ampetronic

All Williams AV Digi Loop amplifiers and receivers – 5 Year Warranty

Annotation Products – 2 Year Warranty

Convey/Caption Assist – 2 Year Warranty

### Accessories

Microphones, earphones, headphones, rechargeable batteries, rechargeable battery kits, antennas, clips, rack kits, lanyards, straps, power supplies, power cords, brackets, cables, and carry cases - **90-day Warranty**

CHG 3502, CHG 3512, CHG 412, CHG 520 – **1 Year Warranty**

NKL 001, NKL 001 S – **1 Year Warranty**

If you experience difficulty with your system, call toll-free for customer assistance: 1-800-843-3544 (U.S.A.) or +1 952 943 2252 (outside the U.S.A.). If it is necessary to return the system for service, your Customer Service Representative will give you a Return Authorization Number (RA) and shipping instructions.

Any portion of this document is subject to change without prior notice. All prices and specifications are subject to change without prior notice.

The exclusions and limitations set out above are not intended to, and should not be construed so as to contravene mandatory provisions of applicable law. If any part or term of this Disclaimer of Warranty is held to be illegal, unenforceable, or in conflict with applicable law by a court of competent jurisdiction, the validity of the remaining portions of this Disclaimer of Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid.