



**HORTON & ASSOCIATES, INC.
COMMERCIAL TELEVISION SYSTEMS**

Terms and Conditions for acceptance of purchase orders

General Terms & Conditions

Prices quoted valid for 30 days. Written purchase order required with order.

Sales tax is charged unless your tax certificate is in our files.

Product warranty varies with manufacturer, details upon request.

Installation: Orders above \$10,000.00 will require a deposit of 35% down (prior to equipment being shipped), 35% due upon delivery of equipment, remaining to be invoiced at completion. Orders above \$100,000.00 will require a deposit of 40% (prior to equipment being shipped), a deposit of 30% upon receipt of equipment, remaining 30% on completion of project.

Drop-shipping: Orders above \$10,000.00 will require a deposit of 35% down (prior to equipment being shipped) with remaining to be invoiced when product ships.

Orders above \$100,000.00 will require a deposit of 40%, remainder invoiced when equipment ships.

General:

A \$0.00 is not an indication of freight cost. Freight estimates available upon request.

Shipping costs are prepaid by H&A and added to invoice, unless free freight is granted by Manufacturer.

Terms are Net 30 days. 1.5% per month will be applied to outstanding balances.

A restocking fee will be applied to all returns. Returns must be in new saleable condition, complete and in original packaging. Reduced credit applied for incomplete returned product.

No refunds after 30 days. Normal working hours are 8am to 5pm, Monday through Friday. Work done outside these hours are subject to additional after-hours rate.

Issuance of a purchase order to Horton & Associates, Inc. (H&A) signifies acceptance of these terms.

Terms & Conditions for signal quality

It is understood that new televisions or headend equipment (including DirecTV satellite) will be affected by the facilities existing coax distribution system. Unless H&A is providing a new coax trunk system, the facility may continue to have signal quality issues. Any labor/ materials required to repair these existing conditions are outside the scope of this quote.

Legal Agreement

Except as expressly provided herein, this Agreement shall be construed in accordance with, and governed by, the laws of the State of Arizona, without regard to the application of conflicts of law principles. Except in respect of an action commenced by a third party in another jurisdiction, the parties agree that any legal suit, action or proceeding arising out of or relating to this agreement must be instituted in a State or Federal court in the City of Phoenix, Maricopa County, State of Arizona, and they hereby irrevocably submit to the jurisdiction of any such court.

2432 W. Peoria Ave. #1189
Phoenix, Arizona 85029

Phone: (602) 944-6700 Fax: (602) 944-6707 Toll free: (888) 287-4384

Website: www.HortonTV.com Email: Daniel@HortonTV.com



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Continued:

Terms & Conditions for Installation work

Existing pillow speakers may not be directly compatible, please contact us of the specifications of your existing system. H&A can supply a sample pillow speaker for testing purposes.

The facility shall provide dedicated electrical outlets for all equipment installed by H&A.

Lead time on installation projects is 21 days.

Any items/ labor outside this quote will be considered a Change Order, which will require a written change order authored by H&A or facility.

On large projects, the facility shall provide a lockable storage area for the staging/ storage of equipment, prior to installation.

The quotes/ submittals are figured with the installations in a continuous manner. Any delay for our crews due to the facility not having areas/ rooms ready in a timely manner shall be issued a change order to cover the financial loss.

Unless specified in the quote, removal of any existing equipment is not included.

Patching/ painting or replacing ceiling tiles are not included in our quotes.

Roof penetration for coax is performed by others.

In-wall coax/ cabling is not included unless specified by the quote.

Freight Damage

As the customer, you have the responsibility to inspect all shipments from H&A and its vendors upon delivery. With ANY visual damage to cartons, immediately note it on the delivery documents before delivery driver leaves. With damage present, you will need to test and fully inspect equipment and report the damage to the Freight Company and H&A within seven (7) days. If this is not done, you accept full responsibility for any repair and/or replacement and freight costs.

Regarding California eWaste recycle fees

California adds an Electronic Waste disposal/ recycle fee to any television brought into their state. This fee is passed through H&A and paid to the state of California each month.

Currently this is as follows (screen size measured diagonally):

- Televisions more than 4 inches, less than 15 inches \$6.00
- Televisions more than 15 inches, less than 35 inches \$8.00
- Televisions 35 inches or more \$10.00

This fee is applied per television.

Removal/ disposal of existing televisions are by others. H&A practices only legal means of disposal of Covered Electronic Devices. We can suggest a recycling depot at your request.

Any fees applied by the recycling depot are not included in our quotes.

Please contact Horton & Associates, Inc. with any questions.

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