

## Magnitude Terms & Conditions

Acceptance of purchaser's order is expressly conditioned upon purchaser's assent to the terms and conditions set forth herein. Magnitude's order acknowledgment, together with the terms and conditions set forth herein, constitutes the final expression of the agreement between the purchaser and Magnitude and supersedes all prior oral and written statements regarding the order.

### Jurisdiction

These Terms and Conditions and the terms of any sale or agreement between Magnitude and Purchaser shall be governed by and construed in accordance with the laws of the State of California and the Purchaser hereby agrees to submit to the personal jurisdiction of federal and state courts located in the State of California.

### Terms of Payment

Net 30 from date of invoice unless other arrangements have been made with Magnitude's A/R Dept. Past due invoices will be billed for interest at a rate of 1.5% per month outstanding. All prices and product availability subject to change without notice.

### Prices

Prices are in US Dollars to the purchaser and are shipped F.O.B. North Hollywood, CA unless previous arrangements have been made. Prices do not include shipping, handling, storage, taxes or installation.

### Claims

All merchandise is packed to comply with FedEx requirements. All packaging has been tested to freight & industry standards. Magnitude is not responsible for damage to goods which occurs in transit. It is the purchaser's responsibility to examine goods upon receipt and to file any claim necessary with the carrier. Any claim against Magnitude for invoice errors must be made by the purchaser in writing to Magnitude within 7 days after delivery. Failure by the purchaser to make any claims against Magnitude within 7 days constitutes acceptance of the goods and/or invoice.

### Submission of Order

To avoid error and/or duplication Magnitude requires all orders in writing. Telephone or verbal orders are not accepted and not binding. Purchase orders should be faxed or emailed to our office.

### Cancellation of Purchase

The fee for cancellation is 20% of value of merchandise. Custom orders cannot be cancelled. Cancellation of custom orders will result in a full non-refundable charge for the order.

### Returns

No return of goods will be accepted without Return Goods Authorization (RGA) number and shipping instructions from Magnitude. This applies to returns of non-defective and defective merchandise. Return of custom goods will not be accepted. Returns of non-defective goods must be done within 90 days and, if approved, will be subjected to a 20% restocking charge. Returns must be in new, resalable condition in original packaging. Replacement parts cannot be returned unless defective. Returns for defective goods are regulated by Magnitude's warranty policy and must follow Magnitude's procedure.

### Product Specifications

Magnitude, Inc. reserves the right to change, at any time and without notice, the technical and/or design specifications of any product.

### Fees And Expenses

Purchaser shall pay any and all reasonable expenses, including, without limitation, reasonable attorney's fees, incurred by Magnitude in enforcing the terms of any agreement with, sale to, or collection of any amounts owed to it by, the Purchaser.