



Magna Visual Corp. Terms and Conditions – Authorized Dealers

Definitions:

- 1.) “Buyer” means the entity to which Seller is providing Products under the Contract.
- 2.) “Contract” means either the contract agreement signed by both parties, or the Purchase Order by Buyer and accepted in writing by Seller, for the sale of Products, together with these Terms and Conditions . In the event of any conflict, these Terms and Conditions shall take precedence over other documents, whether appended to any purchase order or any other document not expressly accepted by Seller.
- 3.) “Products” means the parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contact or Purchase Order.
- 4.) “Seller” means the entity providing Products under the Contract or Purchase Order.

Payment Terms:

- 1.) Standard Catalog Products: Credit Card, Cash in Advance, or terms as negotiated with Seller, in Seller’s sole discretion.
 - a. Catalog products are discounted 50% off list, which may be amended by Seller from time to time, at Seller’s sole discretion. Refer to most current posted price list for current product list prices. Buyer can also visit www.magnavisual.com for current product list prices.
- 2.) Custom Products: Custom quoted and special order products require a written, Buyer pre-approved price quote before design and production begins. Additionally, any Buyer provided and / or Seller created digital artwork used in custom products is the ultimate responsibility of Buyer for final approval. Approval must be provided to Seller in written form either digitally or a handwritten signature specimen before the custom product is manufactured. Due to the nature of the custom design work created, Buyer understands that approval means all product dimensions, product artwork design, grammar, spelling, nomenclature, and artifactual references of any kind are entirely as Buyer has specified. If Buyer approves custom product

- and custom design, and there is later discovered a mistake or omission after production of the Product, Buyer is solely and absolutely financially responsible for the error in the Product and remains responsible for payment to Seller for the custom product manufactured, regardless of the error or any asserted causation. Seller reserves the right to offer or refuse remedies to correct, remediate or alter custom product and Buyer is responsible for any costs incurred by Seller for agreed upon performed remedies, again, subject to operation of this Section.
- 3.) Invoices not paid subject to the terms stated on the invoice will accrue a monthly 1.5% late payment fee or the highest rate permissible under applicable law, calculated daily and compounded monthly.

Purchase Order Terms:

- 1.) Payment terms are as indicated on the Seller's invoice.
- 2.) Delivery terms are F.O.B. seller's plant. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by buyer and are estimates of approximate dates of delivery, not a guaranty of a particular day of delivery. Seller shall not be liable for failure or delay in shipping goods thereunder if such failure or delay is due to an act of God, war labor difficulties, accident, inability to obtain containers or raw materials, or any other causes of any kind whatever beyond the control of Seller.
- 3.) Freight is calculated at time of shipment and added to invoice. The Seller has the right to choose carrier and mode of transportation. The Buyer must state collect shipping information on Purchase Order if Buyer's account is to be used for shipping.
- 4.) Any tax imposed by federal, state, or other government authority on the sale of the merchandise and service referred to in this order shall be paid by Buyer in addition to the quoted purchase price.
- 5.) Purchase Order Minimum of \$100.00 shipped to one location at one time.
- 6.) All currency in U.S. Dollars.

Freight, Shipping and Receiving Policy:

- 1.) Unless stated on the Purchase Order, Seller will choose the best carrier and mode of transportation that is appropriate for the merchandise being shipped, in Seller's sole discretion.
- 2.) All shipping charges are added to invoice unless the Purchase Order clearly states the collect shipping account to use for billing.
- 3.) All Purchase Orders are shipped F.O.B. from the Seller's plant.

- 4.) **Damage Policy:** If there is damage caused during shipment and the receiving party does not correctly note the damage on BOTH the driver's delivery receipt and their own delivery receipt AND have the driver sign the receipts acknowledging the damage, then the receiving party is financially responsible for the damaged goods. This procedure is not new to the shipping industry. Seller shall strictly adhering to this Damage Policy, without exception. Please share and review the attached shipping policy with your receiving department as it applies not only to Seller products but the shipping industry as a whole.
- 5.) **Returns:** To return manufactured product, Buyer shall obtain a Return Authorization Number (R.A.N.) and forward the product with a detailed failure report Seller, transportation prepaid. The returned product will be repaired or replaced and returned, transportation prepaid, in a reasonable manner and time as defined by Seller.

Warranty: All products manufactured by Seller are warranted for one (1) year from shipment against defects in workmanship. This warranty does not extend to products which have been altered or repaired by persons other than persons authorized by Seller, or to products which have been subjected to misuse, abuse, neglect, improper installation or application, accident, disaster, or modification not approved by written instruction from Seller. **EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, THERE IS NO WARRANTY, REPRESENTATION, OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS), EXCEPT THAT THE MANUFACTURED PRODUCTS SHALL BE OF THE QUALITY SPECIFIED HEREIN,** and none shall be implied by law. Except as otherwise provided herein, quality shall be in accordance with Seller's specifications, as amended from time to time. Final determination of the suitability of this product for the use contemplated by Buyer is the sole responsibility of Buyer, and Seller shall have no responsibility in connection with such suitability.

Warranty Disclaimer:

Except for the warranty that the manufactured goods are made in a workmanlike manner and in accordance with the specifications pursuant to Seller's customary manufacturing procedures defined above, **SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM ANY AGREEMENT MADE BY ACCEPTANCE OF ANY ORDER OR CONTRACT.** Seller will not be held liable for any consequential damages, loss or expense arising in

connection with the use of or the inability to use its goods for any purpose whatsoever. Seller's maximum liability shall not in any case exceed the contract price for the goods claimed to be defective or unsuitable.

Adequate Assurance: Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of: (i) Buyer's insolvency, (ii) Buyer's filing of a voluntary petition in bankruptcy, (iii) the appointment of a receiver or trustee for Buyer or (iv) the execution by Buyer of an assignment for the benefit of creditors. Seller reserves the right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Buyer's credit at any time for any reason.

Notices: The Terms and Conditions contained herein supersede any prior terms and conditions agreed upon by Seller and Buyer.

Governing Law; Jurisdiction and Venue: Any and all Terms and Conditions herein shall be governed by and interpreted and construed in accordance with the laws of the state of Ohio. The Buyer agrees that any dispute arising under these Terms and Conditions herein shall be resolved exclusively in the state courts located in Wood County, Ohio or federal courts located in Toledo, Lucas County, Ohio, and Buyer expressly consents to exclusive jurisdiction therein. The Buyer further agrees that process may be served upon it by mailing such process to its address for notices as provided to Seller.