



Terms and Conditions for Acceptance of Purchase Orders

General Terms & Conditions of Purchase Order and Agreement: A written purchase order is required with order. The purchase order shall become an agreement upon acceptance by H&A. Prices quoted are valid for 30 days. A price increase may take place for extended delivery dates. Sales tax is charged unless your tax certificate is in our files. Terms are Net 30 days. 1.5% per month will be applied to outstanding balances. New orders will be held until overdue invoices are made current. A storage fee equal to the cost of storage will be assessed on all items requiring storage due to a delay caused by client. Shipping costs are prepaid by Horton & Associates, Inc. (H&A) and added to invoice. Freight estimates available upon request. A \$0.00 is not an indication of freight cost. Fast freight will be charged on rush orders. H&A adheres to a 14:30 cut-off time for same-day or overnight shipping. Total outstanding payment amount is due Issuance of a purchase order to Horton & Associates, Inc. signifies acceptance of these terms and conditions.

Returns/ Cancellations: An RMA is to be requested prior to returning any product. A restocking fee of 25% will be applied to all accepted returns. Returns must be in new saleable condition, complete and in original packaging. Reduced credit applied for incomplete/ damaged returned product. No returns/ refunds after 30 days. Cancellations require the agreement of both H&A and end user, in writing. Any outstanding balances, including freight, will be applied and invoiced.

Governing Law, Jurisdiction and Venue: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Arizona. Venue and jurisdiction shall be Maricopa County, Arizona.

Mediation; Arbitration: In the event a dispute arises out of or relates to the terms of this agreement, including alleged (mis-)representations or reliance leading hereto, the matter shall be subject to mediation and arbitration with the American Arbitration Association according to its Commercial Rules regarding same. In the event of arbitration the matter shall be heard and decided by one (1) arbitrator whose award may be entered as a judgment of the Superior or Federal Court, as appropriate, of Maricopa County, Arizona.

Terms & Conditions for signal quality: This Agreement is not subject to the presence or suitability of the television signal. It is understood that new headend equipment or televisions will be affected by the facilities existing coax distribution system. Unless H&A is providing an entirely new coax distribution 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. Unless H&A is providing complete new signal/ coax distribution framework to the work area, signal must be provided by facility. TV signal is assumed to be active and at proposed television/ power supply installation site, unless specifically noted otherwise. Pulling existing signal to install site will be an adder/ change order.

Terms & Conditions for Drop-Ship or Installation work: 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 35% upon receipt of equipment, remaining 25% on completion of project. Total remaining payments are to be invoiced. Installations performed by H&A cover the quality of work for one year from completion of project. Defective products are considered a manufacturing issue and may require a service call fee to diagnose and repair. Please request H&A warranty worksheet for further details. Existing pillow speakers may not be directly compatible, please contact us regarding the specifications of your existing system. H&A cannot make nurse call connections at the headwall, due to warranty concerns with the nurse call contractors. Facility will provide H&A with nurse call wiring code/ scheme prior to TV installation. If not provided, H&A will select a coding and provide that info to facility. The facility shall provide dedicated electrical outlets for all equipment installed by H&A. In-wall coax/ cabling are not included unless specified by the quote. Use of non-standard coax by facility may result in additional time added to invoice for custom connectors/ application thereof. Coax/ cabling installation may require access holes in drywall. Lead time on installation projects is twenty one (21) business days, longer for special-order or custom items. Any items/ labor outside this quote will be considered a Change Order, which will require a written change order authored by H&A and accepted by the facility, prior to commencement. H&A cannot perform installations with patients in the same room, due to liability concerns. On installation projects, equipment is to be received/ unloaded/ stored by end user staff, unless with prior agreement made. Facility shall be responsible for receipt and storage product while on-site, prior to arrival of H&A personnel for installation. If specific delivery requirements are needed, please contact H&A for details prior to issuance of a purchase order. The facility shall provide a lockable storage area for the staging/ storage of equipment, prior to installation. The quotes are figured with the installations conducted in a continuous fashion. 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 and weather-head for satellite cabling is provided and installed by others, to maintain roof weatherproofing. ICRA/ Negative air machines are not included as standard. DirecTV contracts are to be signed and received by H&A no less than seven (7) business days prior to installation of satellite equipment. Installations carry a one-year warranty on quality of work. This does not cover equipment that fails while under warranty from manufacturer. Normal working hours are 8am to 5pm, Monday through Friday. Work done outside these hours are subject to additional after-hours rate.

Warranty and Disclaimer of Warranties: H&A warrants the installation services to be of workmanlike quality for a period of one (1) year. H&A's duty, and your remedy, under this warranty shall be limited to repair or completion of the installation services. H&A makes no other warranties, express or implied, and expressly disclaims same. H&A expressly disclaims any warranties relating to the products and equipment, including the warranty of merchantability and fitness for a particular purpose. Equipment and products are covered (only) by the manufacturers' warranties, which vary with the manufacturer, details upon request. Demand for replacement or repair/ shipping of equipments and products shall be subject to the standard warranty provisions of the manufacturer.

Limitation of Remedies: Except in the event of fraud, damages hereunder shall be limited to contract damages. Neither H&A, nor its principals, nor anyone else who has been involved in the creation, production, or delivery of the installation services shall in any event whatsoever be liable for any indirect, consequential, punitive or incidental damages arising out of or in an way related to this agreement. (Including damages for loss of business profits, business interruption, and the like) or arising out of the use of or inability to use, or benefit from, the installation services, even if H&A has been advised of the possibility of such damages. In any case H&A shall not be liable for any amount in excess of the total price paid by you to H&A.

Freight Damage: As the customer, you hold 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, or refuse delivery. With any damage present, you will need to test and fully inspect equipment and report the damage to the Freight Company and H&A within five (5) days. If these tests, inspection and notification is not completed within the five (5) day period, then the goods shall be deemed accepted and you will bear full responsibility for any repair and/or replacement and freight costs.

California eWaste recycle fees: California adds an Electronic Waste disposal/ recycle fee to any television brought into the state. This fee and similar fees assessed by any state or municipality shall be billed to you and paid to the state or municipality. This fee is applied per television. Screen size measured diagonally.
• Televisions more than 4 inches, less than 15 inches, \$5.00. • Televisions more than 15 inches, less than 35 inches, \$6.00. • Televisions 35 inches or more, \$7.00. Fee level starting 1/1/2017. Disposal of existing televisions are by others. H&A practices only legal means of disposal for electronic devices. H&A can suggest a recycling depot at your request. Any fees applied by the recycling depot are not included in our quotes and will be billed to you. V4.0

Signature of Acceptance

Printed Name

Dated: