

Visual Innovations Company, Inc

AV SYSTEMS INTEGRATION TERMS AND CONDITIONS

System Implementation

VI will provide a turnkey system to include equipment, implementation and warranty, as defined on the attached Scope of Work and Project Quote. Our Installation includes engineering, coordination and labor for display, video, and related equipment to include required plates, connectors and cables.

System Engineering, including:

- Preparation of system functional interconnection diagram.
- Facility and equipment location.

Project Coordination, including meetings with the client's technical representatives and project coordination, including:

- System implementation monitoring.
- Schedule project and oversee the VI team
- Equipment staging at our shop
- Assure final punch-list items are completed

Field Labor, including:

- Pulling and bundling cables
- Terminating of all cable
- Labeling all cable
- Mounting and terminating computer interfaces
- Installing structural systems for multimedia equipment
- Program control System
- Adjusting and balancing audio settings
- Assure that the installed systems functions as proposed
- Site clean up and rubbish disposal
- Provide end-user training

Inclusions

- All equipment, wire and accessories required for a fully functional audio and visual system.
- Labor associated with turnkey engineering, installation, programming, testing and training.
- Documentation package including as-built system CAD diagrams and Operation & Maintenance manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- Upon request, VI shall furnish a one-year maintenance contract and proposal.
- User training on system operation.
- Any additional trips, labor or materials due to failure of the other work forces to have the audio/visual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.
- DMX, DSS or other outside signals (provided by others) are not included in this scope of work, however VI shall integrate up to two pre-approved source equipment's outputs into the systems that VI is providing, and additionally shall provide basic control of these devices.
- The owner's architect will provide VI's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in Auto Cad format at no charge to VI.
- This quotation is valid for 30 days. VI reserves the right to modify our quotation pricing if not accepted within 30 days of this quotation date.
- This quotation is based installations at the specified sites set forth in the customer's requirements. If this configuration is to be used at other sites, travel expenses may apply.

Exclusions

The following is not included in our scope of work:

- All conduit, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes except those specifically quoted.
- Voice/ data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audio-visual equipment except as specifically quoted.
- Concrete saw cutting and / or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement and/or repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others unless otherwise noted in this proposal
- Painting, patching or finishing of architectural surfaces.
- Permits (unless specifically provided for elsewhere in the contract).
- HVAC and plumbing relocation.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- Any applicable taxes, permits or bonds related to the project. All normal shipping costs not part of original quote, added as a pass through cost to progress billing.
- Unless otherwise specified, the warranty provisions in this contract do not cover Owner furnished equipment. In addition, owner furnished equipment shall not be controlled unless otherwise stated in the inclusions (above).
- Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be current industry acceptable equipment in good working order. If it is determined that this equipment is faulty upon installation or adversely affects the system, additional project charges may be incurred.
- Note: VI will discuss the effects of exclusions on the work to be performed prior to beginning the installation

Standard Warranty

VI warrants the Audio-Visual System furnished to be free from defects in workmanship (i.e. cables, connections, structures) failure for a period of 90 days from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to VI by the Owner or their agent. (See Warranty Statement)

Manufacturer's equipment warranties are of varying lengths (usually 90 days to 1 year). VI will warranty this equipment for the term established by the manufacturer on a depot basis only. Deliver warranty repair equipment to VI, Attention: Service Department. Please include a copy of this form with each piece of equipment. Warranty does not apply to any product that has been subject to misuse, neglect, accident or operational error.

Customer Initials _____

Visual Innovations Company, Inc

AV SYSTEMS INTEGRATION TERMS AND CONDITIONS - CONTINUED

Control System Source Code

Visual Innovations Company does not routinely provide our customers with control system source code. "Source Code" is defined as the actual, editable programming language statements, whether contained in a single file, multiple files, include files or library files. Visual Innovations provides the "Object Code" which is the machine interpretable program capable of executing or running the target system.

The Source Code will be provided under the following conditions:

- The customer must agree in writing to purchase the source code prior to any code development by Visual Innovations Company.
- The source code does not contain any software or code that Visual Innovations Company has purchased or licensed that would violate any license agreement Visual Innovations Company has with a third party author or manufacturer.

All AMX and Crestron control system source code developed by Visual Innovations Company is to remain the property of Visual Innovations, unless specified under project contract to be provided to the customer with the final installed AV system. Copies of compiled programs will be provided to the customer on CD along with manuals and system warranty information.

Integrated Systems – Standard Terms and Conditions

Scope of Work for the Project

In this document the term "Owner" shall mean client or awarding party. VI shall execute the project work described in the included proposal and/or quote concerning the Owner's system integration work. The scope work is based upon information provided by the Owner. As the project work progresses, agreement on modifications may be necessary to complete the project. These additions, deletions and/or adjustments in time shall be considered change orders and when mutually agreed upon in writing by both parties, shall become part of the agreement.

The terms and conditions of this agreement, and those terms and conditions contained in any appendices or approved change orders to this agreement, together shall form the entire purchased order or agreement. Request for quotation, acceptance or other purchasing documents which are inconsistent with, different from or in addition to the terms and conditions of this agreement shall be considered void. This agreement shall take precedence over all previous oral discussions or prior understanding between both parties.

This agreement and all Owner purchase documents are subject to acceptance by VI, including if appropriate, approval by VI's credit department. VI reserves the right to cancel this agreement, if the Owner fails to meet credit requirements.

Agreement Sum and Taxes

The Owner shall pay VI in current U.S. funds for the performance of the project work per the agreement sum, which may be adjusted, subject to mutually agreed upon additions and deletions provided within the agreement.

The prices for equipment are subject to taxes, including but not limited to sales, excise or use taxes. The Owner shall pay all sales, use ad valorem, excise and/or other taxes imposed on either party. Owner shall not pay for taxes based upon VI's income. If applicable, the owner shall provide a tax-exempt certificate at the time of acceptance of contract. VI will invoice for all applicable taxes that VI is legally obligated to collect from the Owner.

Time

VI's proposal for installation and services is based upon our normal 8-hour business day / 40-hour business week, Monday through Friday, between the hours 8:00am to 5:00pm, excluding VI holidays, unless otherwise stated within our proposal. VI shall be compensated for installation and services beyond normal business hours or business days, on an overtime rate basis when mutually agreed upon. Should VI be delayed in the progress and performance of the work due to material changes, labor disputes, fire or usual delay in deliveries, construction delays, unavoidable casualties or causes beyond VI's control, the agreed upon time for completion shall be extended by change order. These change orders may also include charges to cover additional costs incurred by VI due to the delay.

Payment Terms

Subject to credit approval, the Owner shall pay VI within ten (10) days of invoice date. All project work requires a minimum deposit of thirty percent (30%) of the overall agreement total to initiate the order. Deposits are due upon receipt of invoice. Project timeline schedules will begin upon receipt of the deposit or initial payment.

Systems Integration work where procurement, installation and completion of the work extend beyond a period of greater than ten (10) days from the date of the order, will be subject to progressive billing or invoicing. In such cases VI will progressively invoice for hardware, equipment and materials received, stored and assigned to the project, along with a percentage of completed labor and services. Progressive billing or invoices are due and payable per VI normal credit terms of Net ten (10) days.

Finance Charge / Costs of Collection

If the Owner fails to pay VI for equipment and/or services when due, VI under this agreement shall be allowed to invoice Owner for monthly finance charges equal to one and one-half percent (1.5%) of any amounts past due, chargeable for each month that the payment is outstanding.

Changes / Returns / Cancellation

Any changes or modifications to the agreed upon scope of work defined in the proposal must be mutually agreed upon in writing. Formal change orders shall document these modifications.

Should Owner cancel a project in whole or in part, prior to completion, the Owner agrees to pay VI for all costs incurred to date and/or to bring the project to a mutually acceptable close. These costs are, but are not limited to: the design and engineering services; Project management; the installation and programming; technical labor; subcontracting expenses; the materials and equipment costs; and all other miscellaneous documented costs. Materials and equipment are also subject to restocking fees.

Customer Initials _____

Visual Innovations Company, Inc

Due to the custom nature of the integrated audiovisual and/or broadcast systems, Owner requested changes once the equipment is in hand or in transit, may result in restocking fees. Restocking fees will be 30% of the equipment sales price plus freight for standard equipment, and 100% of the sales price, plus freight for all custom or specialty (non standard) equipment.

Title and Risk of Loss

Title and risk of loss, or damage to any products/equipment will pass to Owner upon VI's delivery of the product/equipment to the Owner. Owner shall make claims for damage or loss through their insurance provider. VI shall maintain insurance for all product/equipment stored within its facilities or third party storage facilities.

Limitation of Liability

Without limitation on any other provision within this agreement, or excluding liability on the part of VI, the damages recoverable by the Owner or awarding party or third party for any claim of any kind whatsoever arising from breach of this agreement shall be no greater than the actual purchase sum of the agreement. In no event shall VI be responsible for any special, indirect or incidental or consequential damages of any kind.

Price is for cash terms. Credit card orders will be charged a 3% handling fee. Unsigned proposals will not be processed. Orders require a signed scope of work, signed drawings, signed proposal and payment method or purchase order. Purchase orders must match proposal amount. Buyer agrees to all terms and conditions herein defined.

IMPORTANT INFORMATION REGARDING INCLUSIONS/EXCLUSIONS: Visual Innovations Company makes every effort to accurately assess the needs, requirements, conditions and exceptions of all installed solutions therefore your understanding and agreement of the Scope of Work (SOW) below is crucial to acknowledge what will or will not be provided by Visual Innovations Company at the time of install. Items, capabilities, functions and all other facets of performance not clearly defined below will not be provided without consultation with the responsible Sales Consultant and/or a Manager or Director of Integrated Services. Additional items, capabilities, functions or other facets of performance will usually incur additional fees for hardware, labor, programming, engineering, project management, freight and expedite fees. Visual Innovations Company will provide a written quotation of additional expenses that will require a SIGNED APPROVAL to be returned to Visual Innovations Company BEFORE ADDITIONAL WORK WILL BE PERFORMED. Visual Innovations Company DOES NOT PROVIDE ELECTRICAL SERVICES as part of our service however we can make arrangements for a contractor for electrical services at additional and separate expense.

IMPORTANT INFORMATION REGARDING OVERSIZED, OVER 12' LONG AND/OR EXCESSIVE MASS ITEMS: Due to constraints imposed by property owners of client's install location it is the responsibility of the client to provide a service capable of OR deliver ANY oversized objects i.e. projection screens or window shades longer than 12', lecterns wider than 36" or other objects not readily transportable through standard commercial thoroughfares (hallways, doorways, stairwells, and elevators) to the specific room(s) item(s) is/are to be installed. Visual Innovations Company, Inc. will provide the installation labor once the item(s) are delivered to the point of installation. Visual Innovations Company, Inc. can arrange this service via a third party at an additional expense. IT IS STRONGLY RECOMMENDED a Visual Innovations Company, Inc. project manager visit the installation site as part of the site survey to address any possible obstacles regarding delivery of large items.

Visual Innovations Company, Inc. reserves the right to password protect A/V or control system until customer has signed off on the project. Upon sign off, Visual Innovations Company, Inc. will unprotect system and provide end user training not to exceed 1.5 hours. The customer is responsible for insuring appropriate people are present for training.

Visual Innovations Company, Inc. will not conduct any work outside of the scope of work in this document. Visual Innovations Company, Inc. can not make verbal promises for any work related items.

I have read and accept Visual Innovation's Terms and Conditions

X	/ /
SIGNATURE OF AUTHORIZED AGENT	DATE
PLEASE PRINT NAME	

Equipment Total (See Attachment A - Equipment Listing) \$ **7,319.10**

Cables, Connectors and Misc Hardware items \$ **976.25**

Integration / Services \$ **7,355.76**

Expedite Fee **DECLINED**

Service Agreement Type **VI-SA-VP-24-1** \$ **2,095.00**

1 year VI-Value Platinum Level Service Assurance Agreement

Special Delivery/ Estimated Freight - Prepay and added to invoice \$ **375.00**

Other - Bonding , Etc. \$ **-**

(Handling Fee /Credits / Discounts)

SUB-TOTAL \$ **18,121.11**

TAX (8.25%) If applicable **EXEMPT**

TOTAL: \$ **18,121.11**

30% Deposit = \$ **5,436.33**

All installations require a 30% Deposit or Invoice

Progressive Billing Schedule	
30% Deposit =	\$5,436.33
30% Delivery =	\$5,436.33
30% Substantial =	\$5,436.33
10% Final Signoff =	\$1,812.11

I have read and accept the proposal, pricing and terms of this proposal.

Signature _____ Date _____

Printed Name _____



Credit Card Information - Credit card orders will be charged a 3% handling fee

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Visual Innovations Company, Inc

	AMEX		



Visual Innovations Company, Inc. **Standard Warranty/Workmanship Guarantee**

VISUAL INNOVATIONS COMPANY, INC. (VI) LIMITED WARRANTY

Standard 90 day Manufacturer's Warranty Service

MANUFACTURER'S WARRANTY SERVICE: If any products provided to the initial end-user customer should become defective within 90 days of delivery or installation by VI, VI will act on the behalf the customer to obtain repair or replacement from the manufacturer, provided that product is eligible for manufacturer's warranty coverage. Products covered during the manufacturer's warranty period are the responsibility of the manufacturer. This Manufacturer's Warranty Service is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. During the warranty period, Purchaser will either return the defective product; freight prepaid to the manufacturer, or deliver it to VI at the address listed below. The Product to be repaired is to be returned in either its original carton or a similar package affording an equal degree of protection. VI will return the repaired product freight prepaid to Purchaser, on behalf of the Purchaser, at any time during the 90 day Workmanship Warranty period. In the absence of an Extended Service Agreement, all freight, labor and administrative costs incurred by VI associated with replacement of warranty parts after expiration of the original Workmanship Warranty period are the responsibility of the Purchaser, and will be billable to the Purchaser at VI's prevailing rates at the time of such service.

In the absence of an Extended Service Agreement, VI is not obligated to provide Purchaser with a substitute unit during the warranty period or at any time. For an additional fee, VI will provide field service and support at the Purchaser's location at VI's prevailing billable rates for such service, subject to availability.

Standard 90 day Warranty against defects in Materials and Workmanship

ITEMS COVERED: VI warrants to the initial end-user customer of the Integrated System/Installation Services will be free from defects in material and workmanship for 90 days from date of substantial completion. Projector lamps or other consumables are not covered under this warranty but may be covered under the manufacturer's warranty.

VI'S PLEDGE TO CORRECT PROBLEMS UNDER WARRANTY: During the 90 day Workmanship Warranty period, at our option, VI will either repair or replace the in-warranty defective unit without charging the customer. When parts or products are exchanged under warranty the item(s) replaced will automatically become VI's property. In order to make repair or exchange under warranty VI may elect to use new parts or those reconditioned to the manufacturer's exacting standards of performance and quality. Once an item has been repaired under warranty it assumes the remaining period of warranty based upon original date of purchase. This warranty covers hardware, materials and workmanship related issues and does not include any necessary labor for maintenance or service.

NOT COVERED UNDER THIS WARRANTY: End-users of these products will not have any claim under this warranty for repair or adjustment expense if:

1. The equipment or materials is maltreated in anyway and the problem has been caused by improper or careless treatment.
2. The problem is caused by fire or other natural calamity
3. The problem is caused by improper repair or adjustment by an unauthorized service provider
4. Problems caused by unauthorized operation or installation
5. Damage caused in shipping
6. The serial number label or other identifying marks (name plates and logos) are removed
7. The proof of purchase is not submitted with the claim
8. Ownership of the product has changed (this warranty is non-transferable)
9. The warranty period has expired

DISCLAIMER OF WARRANTY

EXCEPT FOR THE FOREGOING WARRANTIES, VI HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE.

LIMITATION OF LIABILITY

THE LIABILITY OF VI, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL VI BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

To obtain warranty service instructions, verify the problem and obtain Return Merchandise Authorization (RMA) number, please call Visual Innovations Company, Inc. technical support at 1-866-493-4169

NOTE: Any product returned without an RMA number will be refused upon delivery. For trouble shooting or to enquire about extended service warranties, please call the number listed above or visit our website – www.vicav.com

Visual Innovations Company, Inc.
8500 Shoal Creek Blvd, Building 1, Austin, Texas 78757 USA

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