



**VIDIWAVE**  
Wireless Mobile Video Solutions

## VIDIWAVE - Terms and Conditions

### General Policies and Terms and Conditions of Sale

#### **Purchase Orders:**

Purchase orders are only classed as accepted when VIDIWAVE has issued an order confirmation for each order.

Unless previously agreed in writing by VIDIWAVE no purchase orders will be accepted unless sufficient credit is available.

Unless previously agreed in writing by VIDIWAVE orders under the value of £50 net will not be accepted.

VIDIWAVE will not accept any order place on a sale or return basis.

#### **Credit Limits:**

Any credit terms offered by VIDIWAVE are subject to credit limits set by VIDIWAVE. VIDIWAVE reserves the right to change the amount of credit available or remove the facility at anytime without notice.

#### **Payment Terms:**

Payment terms are agreed at time of quotation and confirmed by each VIDIWAVE order confirmation on receipt of individual purchase orders.

Late payments will be subject to a compounded interest charge, set at 5% per calendar week.

At the discretion of VIDIWAVE late payments may result in any account facility being frozen or removed.

#### **Title to Goods:**

Title to all goods delivered remains with VIDIWAVE until such time as the relevant invoice is paid in full. If after the due date the invoice remains unpaid VIDIWAVE reserves the right to recover the goods for the purposes of resale.

#### **Delivery of Goods:**

The seller may deliver by installments in such quantities as it may reasonably decide; such installments shall be separate obligations and no breach in respect of one or more of them shall entitle the Buyer to cancel any subsequent installments or repudiate this contract as a whole.

Unless previously agreed in writing by VIDIWAVE all prices quoted and issued are exclusive of carriage. Carriage is billed at cost to the receivers invoice address.

VIDIWAVE reserves the right to withhold delivery of outstanding items on accounts that have been frozen.

VIDIWAVE cannot be held responsible for delays in shipment affected by reasons beyond our control. These reasons may include, but are not limited to: frozen accounts, component shortages, component quality issues, courier delays, custom & excise delays. Work strikes, sabotage, forces of nature, etc...

#### **Refused Shipments:**

All refused shipments will be subject to a 15% restocking fee and courier charges.

#### **Sales Order Return Policy:**

VIDIWAVE will NOT accept returns on sold merchandise without the prior approval of the VIDIWAVE Returns Department.

The following conditions apply:

1. No return of invoiced goods will be authorization for return unless it meets one of the following criteria:
2. Defective on arrival (must be reported inside 2 working days from date of delivery by fax or email)
3. Replacement of goods ordered in error for the correct goods
4. Repair or replacement of faulty goods under a warranty – see warranty policy
5. Before sending any merchandise back to VIDIWAVE you must obtain a return authorization from VIDIWAVE
6. All returns without prior written authorization will be refused and returned to sender.
7. RMA numbers issued for authorized returns are only valid for 30 Days from date of issue.
8. After 30 days the RMA is invalid and the merchandise will be liable for payment under its original terms and conditions.
9. All authorized returns must be made with-in 30 days of the original invoice date.
10. Equipment must be returned in original packaging in a like new (resalable) condition.
11. If upon arrival at our factory, the returned merchandise is not in its original packaging, a £10.00 repackaging fee will be charged.

#### **Damage Claims:**

All claims for in transit damage must be filed directly with the courier and always within 15 days of receiving the shipment.

1. ONLY THE CONSIGNEE CAN FILE A CLAIM WITH THE COURIER FOR DAMAGE DURING SHIPMENT.

2. Be sure to save all boxes and packaging materials for the courier, as evidence of the in transit damage.

3. Do not ship merchandise back to the factory without obtaining proper authorization.

4. IN TRANSIT DAMAGE IS NOT COVERED BY WARRANTY.

#### **Warranty Return Policy:**

Before returning any VIDIWAVE product to the factory for a warranty repair, the customer must obtain an RMA number. This number must appear on the outside of the box and on any documentation accompanying the warranty repair. When contacting VIDIWAVE for an RMA number, be prepared to give a complete description of the problem, the invoice number and address to return the repaired item to.

When the VIDIWAVE product is shipped to VIDIWAVE:

1. The unit must be packaged in the original box or alternative packaging offering a suitable level of protection to prevent damage in transit. Separate items such as W/LAN, GSM modems, antennas or keyboards should be individually wrapped, so as not to cause scratches or other damage to the VIDIWAVE unit during shipment.

2. Please include a contact name, company name, and address, copy of the original sales invoice and a complete description of the inoperative functions.

3. Ship all warranty returns prepaid. VIDIWAVE will pay for the return shipping.

4. VIDIWAVE products are guaranteed to be free from defects and workmanship and materials.

If any failure, resulting from either workmanship or material defects should occur under normal and proper usage within the warranty period stated for each product category, from the original date of purchase, such failure will be repaired at no cost to the buyer for labour and parts, if the defective product(s) is (are) sent to VIDIWAVE.

#### **Warranty Product Categories:**

DVR's (Digital Video Recorders) = 1 year  
Cameras = 1 year  
Monitors / TFT's = 1 year  
Network Products = 1 year

During the warranty period applicable to each product category from date of purchase to the original end-user, VIDIWAVE will repair or replace (at our option) all necessary parts, without charge for parts and labour required to make the repair or replacement.

#### **The VIDIWAVE warranty does not cover the following:**

1. Products received for repair without an RMA number, sales or delivery receipt showing date of purchase by the original customer.
2. Products not yet paid for by the original customer.
3. Damages caused by incorrect use, installation, carelessness, improper storage or unauthorized service repairs / alterations.
4. Damages caused by fire, flood, lightning, vandalism, collision, acts of God, or other events beyond the control of VIDIWAVE.
5. Cosmetic damage to external parts such as case and vibration dampers.
6. Damages resulting from loss of use, loss of time or inconvenience, cost of temporary replacement units or spares, property damage caused by this unit or its failure to work, or any other incidental or consequential damages.
7. Hostile operating environments alien to it's intended use.
8. In transit damage claims or improper handling by couriers.
9. Products or parts thereof, which have had serial numbers, removed, altered or defaced.
10. Damage defect or failure caused by or resulting from the operation of the unit by the input of incorrect voltages.
11. The fitment and use of alternative system components not manufactured by VIDIWAVE, which, in our opinion compromise the reliability of the system.
12. Periodic maintenance and adjustments resulting from normal use such as mechanical component wear, etc...

#### **Terms and conditions:**

VIDIWAVE reserves the right to change the Terms and Conditions of sale without prior notice.

#### **IMPORTANT**

The VIDIWAVE warranty is invalidated if:

The warranty seal is broken or the outer case has been removed by anyone other than a VIDIWAVE technician or employee to gain unauthorized access to the internal workings of the unit, which will invalidate the warranty seal.

Revised April 2010