

Terms and Conditions of Checkout

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.

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These terms and conditions ("Agreement") apply to your purchase of products and/or services and support ("Product") sold in the United States by Outdoor Movies, including its affiliates or parent company. By placing your order for Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be subject to these terms and conditions, you must promptly cancel your order before it goes into production. If you return your purchase within 7 days, we'll refund your purchase price minus shipping, handling, and up to a 15% restocking fee. You are also responsible for the cost of the return shipping back to Outdoor Movies. See www.outdoor-movies.com/returnpolicy. THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH OUTDOOR MOVIES, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER OUTDOOR MOVIES TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

1. Other Documents. This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Outdoor Movies. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained by contacting your sales representative.

2. Payment Terms; Orders; Quotes; Interest. Terms of payment are within Outdoor Movies' sole discretion, and unless otherwise agreed to by Outdoor Movies, payment must be received by Outdoor Movies prior to Outdoor Movies' acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Outdoor Movies. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. Outdoor Movies may invoice parts of an order separately. Your order is subject to cancellation by Outdoor Movies, in Outdoor Movies' sole discretion. Unless you and Outdoor Movies have agreed to a different discount, Outdoor Movies' standard pricing policy for Outdoor Movies branded systems. Outdoor Movies is not responsible for pricing, typographical, or other errors in any offer by Outdoor Movies and reserves the right to cancel any orders arising from such errors. Invoices must be paid within 30 days of the invoice date. Outdoor Movies reserves the right to charge you a late penalty charge of 1.5% per month applied against undisputed overdue amounts or the maximum rate permitted by law whichever is less. Every 30 days thereafter, you will continue to be charged an additional late penalty charge.

3. Shipping Charges; Taxes; Title; Risk of Loss. Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from Outdoor Movies to Customer upon shipment to Customer. Loss or damage that occurs during shipping by a carrier selected by Outdoor Movies is Outdoor Movies' responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify Outdoor Movies within 21 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide Outdoor Movies with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping and delivery dates are estimates only.

4. Contract to Purchase. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

5. Warranties. THE LIMITED WARRANTIES APPLICABLE TO OUTDOOR MOVIES -BRANDED PRODUCT CAN BE FOUND AT www.outdoor-movies.com/warranty OR IN THE DOCUMENTATION OUTDOOR MOVIES PROVIDES WITH OUTDOOR MOVIES-BRANDED PRODUCT. OUTDOOR MOVIES MAKES NO WARRANTIES FOR SERVICE, OR NON-OUTDOOR MOVIES BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SOFTWARE, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY OUTDOOR MOVIES "AS IS" AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY OUTDOOR MOVIES. OUTDOOR MOVIES MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN OUTDOOR MOVIES' APPLICABLE OUTDOOR MOVIES -BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. OUTDOOR MOVIES -BRANDED WARRANTIES AND SERVICES ARE EFFECTIVE ON PAYMENT IN FULL, AND OUTDOOR MOVIES IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE SERVICE UNTIL OUTDOOR MOVIES RECEIVES PAYMENT IN FULL. OUTDOOR MOVIES MAY REQUEST CANCELLATION OF THIRD-PARTY-BRANDED, MAINTENANCE OR SUPPORT IF OUTDOOR MOVIES DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT, ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.

6. Return Policies; Exchanges. Outdoor Movies' return policy can be found at : www.outdoor-movies.com/returnpolicy and you agree to those terms. You must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number for you to include with your return. You must return Product to us in their original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees, including up to a 15% restocking fee, may apply. If you fail to follow the return or exchange instructions and policies provided by Outdoor Movies, Outdoor Movies is not responsible for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At Outdoor Movies' discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or discounted pricing.

7. Changed or Discontinued Product. Outdoor Movies' policy is one of ongoing update and revision. Outdoor Movies or its third party vendors may revise and discontinue Product at any time without notice to you and this may affect your order. Outdoor Movies will ship Product that has the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.

8. Service and Support. Your purchase of services is pursuant to this Agreement and the terms and conditions published online at the time of your purchase. Outdoor Movies has no obligation to provide service or support until Outdoor Movies has received full payment for the Product you purchased. Outdoor Movies is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not Outdoor Movies. Outdoor Movies will have no liability for loss or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by Outdoor Movies or your-third-party equipment or service provider. Parts used in repairing or servicing Product(s) may be new, equivalent-to-new or reconditioned.

9. Limitation of Liability. OUTDOOR MOVIES DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, OUTDOOR MOVIES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, OUTDOOR MOVIES IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

10. Not For Resale or Export. You agree and represent that you are buying only for your own internal use only, and not for resale or export

11. Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND OUTDOOR MOVIES arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, Outdoor Movies' advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAW.

12. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND OUTDOOR MOVIES, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Outdoor Movies") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Outdoor Movies' advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) or JAMS. Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. The arbitration proceeding will be limited solely to the dispute or controversy between customer and Outdoor Movies. In any dispute, YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. For information on AAA or JAMS, contact the following: American Arbitration Association, 335 Madison Avenue, 10th Floor, New York, NY 10017, www.adr.org ; JAMS, 45 Broadway, New York, NY 10005, (800) 352-5267, www.jamsadr.com.