



PURCHASE POLICY

AVI-SPL takes pride in the fact that our web site has all the information you need to make an educated purchasing decision. We also understand that sometimes it is hard to know exactly what you need until you see it. Because of this, we offer the following programs to ensure your satisfaction.

E-Service - it's the additional customer service and user features we offer our customers. Our site, just like the web itself, is open 24/7. Even if it's 2 a.m., you can start processing a customer service request online (www.avispl.com). We'll respond to your request within the next business day. If a request is sent to us on Friday after 4:00pm EST we will contact you on Monday. You may choose to call us between 8 a.m. and 6 p.m. EST at 800-282-6733 Ext. 8250.

OUR HASSLE-FREE RETURN PROGRAM

Our thirty-day return program means you may return your purchase, excluding special orders and/or non-stock products, to us should you be dissatisfied with your purchase within thirty (30) days of receipt*** of the product. You must return the item(s) to us by 2nd day freight, insured for full value, with original packaging, documentation, blank warranty card, original UPC codes on the manufacturer boxes, all manuals and accessories.

If your projector has four (4) or more hours on the lamp and evidences excessive wear and tear, you will be refunded your purchase price less a low 15% restocking fee. The re-stock fee will also apply for stocking items that evidence excessive wear and tear. Freight charges, for delivery and return, and related insurance charges, will not be refunded or credited. All returned items are subject to the criteria stated below in the section "Condition of Returned Items." No return will be accepted and no refund made on any product thirty (30) days after receipt.

Special order products include but are not limited to: non-portable screens, custom cases, cables, ceiling mount kits and other non-stock items. Your Account Manager will advise you at the time of purchase if any item(s) in your order fall within this category. In case of defective product, warranties on plasma displays are offered and honored by the manufacturers. Most manufacturers offer standard one-year limited warranties for parts and labor only; exchanges and returns are not permitted by such warranties. Because this is a special order item that requires careful transport, we cannot accept returns of plasma display units to AVI-SPL. However, if a problem arises with your plasma display, or if the unit is defective, we will work on your behalf to coordinate a more expedient resolution of the matter with the manufacturer.

Accessories: Please note that all accessories are subject to a 15% restock fee. We are unable to accept returns on lamps that have been opened or used. Special order or customized items may not be returned.

DEFECTIVE* or D.O.A.** PROGRAM

In the case of a defective* or D.O.A.** product(s), no charges will apply. Our Customer Service team must be notified within 30 days of your invoice date if there are any problems with any item(s) upon receipt***. Defective* or D.O.A.** merchandise will be repaired and returned, or exchanged for the same make and model, or for a product of equal value as allowed by the product manufacturer's policies. There are a few manufacturer exceptions

to this policy: Sanyo offers a 10 day DOA** policy and Toshiba offers a 14 days of receipt*** DOA** products. Sony has a repair only policy.

Please note: non-new, remanufactured or refurbished B-stock or C-stock products are not eligible for exchange if they are Defective* or D.O.A.**. They are eligible for factory authorized repairs only. You may either contact our Customer Service team at 800-282-6733 Ext. 8250 or the manufacturer for repair options. Our policy for Defective* or D.O.A.** items on special ordered products will depend on the manufacturers' warranties.

* Defective means: Any product that fails to meet the factory specifications determined by the manufacturer.

** D.O.A. means: Dead On Arrival—Product will not power up.

*** Receipt is the date provided by the carrier as proof of delivery or the date of the signed delivery receipt for your product.

MANUFACTURER PIXEL POLICIES

Please know that our suppliers only provide us with their highest quality units available. On occasion a projector may have 1 (one) or more "Off" or "Out" pixels, also referred to as "Bad" pixels. It is industry standard to allow for a few "Bad" pixels on an LCD panel or DMD chip. The actual placement and number of "Bad" pixels allowed varies by manufacturer. The issue of "Bad" pixels does not qualify a projector for replacement as a "Defective" or "D.O.A." unit, but may be returned to the manufacturer for their evaluation; their decision is final in each of these cases. We apologize for any inconvenience the manufacturers' policies may cause.

EASY EXCHANGE PROGRAM

So you want to exchange your projector for another model? No problem. AVI-SPL also offers a (7) seven-day exchange program with no restocking fee.

You may trade-up to a more expensive projector model and pay only the difference between the two selling prices on the two products within seven (7) days of receipt of the original product. You are also required to pay the freight and insurance for full value for the return of the first projector and shipping for the second unit. Exchanged projectors require RMA numbers and shipment by 2nd day freight, insured. All sales are final on upgraded purchases. All returned items are subject to the criteria stated below in the section "Condition of Returned Items." For all returns, contact AVI-SPL's Customer Service team at 800-282-6733 Ext. 8250 before the seventh (7th) day to request an RMA (Returned Merchandise Authorization), or please complete the online RMA request form at <http://www.avispl.com/service-support/rma.asp>

CONDITION OF RETURNED ITEMS

All returned items must be in new and resalable condition and meet the following criteria:

- **DO NOT WRITE ON THE BOX.** If the box is written on, the returned products will be refused. DO NOT black out or deface manufacturer bar codes and/or labels such as serial numbers; the cost of a replacement box will automatically deduct from your credit.

- If the lamp has four (4) or more hours, or if the product is returned damaged, missing items, or exhibits excessive wear and tear, a 15% restocking fee will apply regardless of other return or exchange terms.
- Clearly place the RMA number on a label and attach it to the outside of the box OR include the RMA number in the "Ship To" address line.
- The RMA number will be open for **7 business days** from date when issued to you. After that time the RMA number will automatically CLOSE and you will lose the option to return or exchange the products.
- Product must be in the original shipping carton with all original packing material.
- Include all manuals, warranty/guarantee information and accessories in their original wrapping/packing material. The actual replacement cost for missing items will be deducted from your refund/credit.
- Customer pays shipping costs and must insure the package for the purchased value. Acceptable shipping carriers are **UPS, FedEx, DHL, or Airborne**. Please do not send return merchandise via U.S. Mail or any other method; it will be refused. Products returned by U.S. Mail will not be credited or exchanged.

INTERNATIONAL AND WHOLESALE/RESELLERS (US OR INTERNATIONAL)

All sales are final, no returns or credits. AVI-SPL may approve an upgrade within seven (7) days to an item of greater value. If approved, purchaser must receive an RMA # from AVI-SPL Customer Service Team. Purchaser is responsible for all shipping charges and/or duties incurred.

FOR ITEMS DAMAGED DURING TRANSPORT

AVI-SPL endeavors to use reliable and reputable carriers, but occasionally shipping damage does occur. Resolving the problem of transit damage or loss depends on the cooperation of all parties. All shipping damage claims must be made against the common carrier; therefore, it is imperative that you follow these guidelines:

- 1.) Inspect all shipments upon arrival. If damage or loss is apparent upon delivery, do not accept the shipment until you make a notation of the damage on all copies of the carrier's pro bill and have the driver sign all copies to acknowledge the notation. Do not sign a clear receipt for damaged or missing cartons or there will be no basis for a claim. Ask the carrier to make a detailed inspection of the damage. File a claim with the carrier. Cooperate and follow up as necessary to secure final settlement.
- 2.) Even if damages are acknowledged in writing by the driver, you must request an inspection by the carrier and retain the merchandise, carton, and package materials at the address to which shipment was made until the carrier authorizes movement. The carrier must provide you with an inspection report. In case of concealed damage, inspection must be requested within 5 days of receipt of shipment.
- 3.) Immediately advise AVI-SPL of all damages or problems. DO NOT RETURN MERCHANDISE TO AVI-SPL File your claim with the carrier, enclosing copies of the bill of lading (signed by the driver) and inspection report as support. Keep all packing materials and boxes with the damaged product. Do not throw anything away. Although AVI-SPL will provide any assistance possible, we cannot be responsible for the actual filing of claims on the carrier or accept liability for non-collectable freight claims.

WARRANTY

"New in Box" merchandise includes the manufacturer's standard warranty excluding consumable items such as lamps. Manufacturers may include an extended warranty service beyond

their standard warranty period on certain items. Manufacturers provide a one (1) year warranty or less (unless specified otherwise on your invoice or packing slip) on non-new, remanufactured or refurbished, B- or C-graded stock items that covers repair only. Non-new, remanufactured or refurbished, B- or C-graded products do not qualify for D.O.A. exchange. These products will be repaired and returned to purchaser.

Please confirm warranty coverage at the time of your purchase. AVI-SPL disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. AVI-SPL offers no warranties that extend beyond the description on the face hereof.

REFUNDS

Established Account: A full refund will not be issued if purchaser's account has an open balance. A credit memo will be issued, and credit will be applied first to the invoice on which the products were purchased, then to any other open invoices on the account, beginning with the oldest invoice. Any credit balance remaining will be refunded as outlined below.

Credit Card: All refunds for purchases made by credit card will be issued as a credit to that same account within a reasonable period of time after inspection of returned products.

Check: All refunds for purchases paid by check, whether prepaid, C.O.D., or open terms (Net 10 or Net 30), will be paid by refund check within a reasonable amount of time, after inspection of returned products.

NON SUFFICIENT FUNDS AND OVERDUE ACCOUNTS

A \$25 returned check fee will be charged for any checks returned NSF. Future shipments must be pre-paid by cashier's check. All collection costs, including attorney's fees and court costs will be charged to the purchaser in the event that it is necessary to take legal action to collect. No further orders will be shipped until restitution has been made.

LAW AND VENUE

The laws of the state of Florida shall govern AVI-SPL sales invoices. Venue for any legal action relating to such sales invoices shall be Hillsborough County, Florida.

ENFORCEMENT

Failure by AVI-SPL to enforce any Purchase Policies does not constitute a waiver of any portion of our Purchase Policies.

LIMITATION OF LIABILITY

AVI-SPL shall not be liable under any circumstances for any consequential, incidental, special or exemplary damages arising out of or in any connection with this agreement or the products, including but not limited to lost profits, lost data, or any claim based on indemnity or contribution, or the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise. Purchaser's exclusive remedy, as against AVI-SPL shall be the repair or replacement of defective parts. If AVI-SPL lists a product on its web site at a price in error, or that is no longer available for any reason, AVI-SPL reserves the right to cancel the sale without incurring any liability.