



Firenze Audio

Terms and Conditions of sale

2. Scope

These terms and conditions of sale (these "Terms") apply to all sales of products (the "Products") by Firenze Audio to buyer of the Products ("Buyer"). These Terms along with the specific terms of the attached purchase order constitute the complete and entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior and contemporaneous other terms or conditions, whether oral or written, including negotiations, prior quotations and purchase orders between the parties. These Terms may be modified only by a writing signed and approved by an authorized representative of Firenze Audio. Firenze Audio's failure to object to any term or condition contained in any communication from Buyer (including in any purchase order) shall not be deemed a waiver or modification of these Terms. These Terms shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing.

2. Orders

Subject to Section 1, a contract between Firenze Audio and Buyer shall be formed only upon Firenze Audio's written acceptance of Buyer's order or shipment of Products to Buyer pursuant to Buyer's written purchase order. If Firenze Audio accepts by shipment, then the acceptance shall only be for the quantity shipped.

3. Title and Delivery

3.1 Title and Risk of Loss

Delivery is F.O.B. Firenze Audio's point of shipment ("Delivery"). Firenze Audio may exercise Firenze Audio's own discretion in selecting the method of shipment. The risk of loss passes to Buyer upon delivery to the carrier at Firenze Audio's point of shipment. Firenze Audio retains title to the Products until Firenze Audio has received payment in full of all sums due in connection with the sale of Products to Buyer. Firenze Audio hereby reserves and Buyer hereby grants to Firenze Audio a purchase money security interest in the Products sold and the proceeds thereof, including accounts receivable, until Buyer pays Firenze Audio the purchase price in full.

3.2 Shipment and Delivery

Any scheduled ship date quoted is approximate and not the essence of the contract. Claims of late delivery are barred unless made prior to receipt of Products. Buyer's sole remedy for delay in or failure to deliver shall be cancellation of the applicable order.

4. Pricing

Firenze Audio reserves the right to increase prices for any unshipped Products if the cost to Firenze Audio for supplies, raw materials, labor or services is materially increased. The prices quoted on the attached purchase order shall be valid only for the period of time there indicated. All prices are exclusive of transportation, insurance, taxes, duties and other charges related thereto; unless Firenze Audio receives a certified tax exemption from Buyer prior to shipment. Buyer agrees to indemnify, defend and hold Firenze Audio harmless from any loss or expense arising out of or related to Firenze Audio's reliance on any tax exemption provided by Buyer.

5. Payment

Except as otherwise specifically designated on the invoice, payment shall be due and payable within 30 days from the date of the invoice.

Firenze Audio reserves the right at any time to modify or withdraw any credit extended to Buyer. If in Firenze Audio's sole discretion, Firenze Audio may require full or partial payment in advance of any shipment of Product. If Buyer becomes delinquent in any payment to Firenze Audio, Firenze Audio has the right to suspend performance until such delinquency is corrected. Regardless of any statement appearing on a check in payment for Product, Firenze Audio's acceptance of such check shall not constitute a waiver of Firenze Audio's right to pursue the collection of any remaining balance. Firenze Audio reserves the right to charge a late fee on late payments at the lesser of one and 1.5% per month or the maximum rate allowable by law, together with Firenze Audio's costs of collections including attorneys' fees.

6. Acceptance

Use of the Products by Buyer or its agents, or the failure by Buyer to reject the Products within 5 days following Buyer's delivery of such Products shall constitute acceptance by the Buyer.

7. Firenze Audio's Limited Warranty and Limitation of Liabilities

7.1 Full Refund Period

For a period of 30 days after shipment (the "Refund Period"), Buyer may return the Products to Firenze Audio (at Buyer's cost) for a full refund of their price. To qualify for this refund, the Products must be returned in their original packaging and a 15% restocking fee will apply to damaged (including blemish on product's surface) Products. Refunds for purchases made with Paypal will not include Paypal service fees that Firenze Audio incurred for the transaction (4%).

7.2 Limited Warranty

For a period of two year after conclusion of the Refund Period, Firenze Audio warrants (i) this product against defects in materials and workmanship, and (ii) that each Product, unmodified and under normal use and conditions, will substantially comply with Firenze Audio's applicable written technical documentation for the Product. Firenze Audio reserves the right to make substitutions and modifications from time to time in the specifications of Products sold by Firenze Audio, provided that such substitutions or modifications do not materially affect overall Product performance.

7.3 Limitations

EXCEPT FOR FIRENZE AUDIO'S LIMITED WARRANTY SET FORTH IN SECTION 7.1 ABOVE, FIRENZE AUDIO SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY AND AGAINST INFRINGEMENT. THE EXPRESS WARRANTY IN SECTION 7.1 ABOVE SHALL EXTEND TO BUYER ONLY AND NOT TO BUYER'S CUSTOMERS OR ANY THIRD PARTY. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF FIRENZE AUDIO CONCERNING THE PRODUCTS OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 7.1. BUYER WILL BE SOLELY RESPONSIBLE FOR AND WILL INDEMNIFY, DEFEND AND HOLD HARMLESS FIRENZE AUDIO FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, COSTS AND EXPENSES RELATED TO ANY WARRANTIES WITH RESPECT TO THE PRODUCTS OTHER THAN THOSE SET FORTH IN SECTION 7.1 OR ANY USE OF THE PRODUCTS OR RESALE OF THE PRODUCTS.

7.4 Liability

With respect to any claims asserting breach of the limited warranty set forth in Section 7.1, Firenze Audio' exclusive liability and Buyer's sole remedy, is at Firenze Audio' option, to replace or repair the defective Product or to issue credit to Buyer for the purchase price of the Product (without interest), provided that prior to any replacement, repair or credit the following conditions are satisfied: (i) Firenze Audio is promptly notified in writing by Buyer upon discovery of any such default; (ii) the defective Product is returned to Firenze Audio, transportation charges prepaid by Buyer, accompanied by a brief statement explaining the alleged defect; and (iii) Firenze Audio' examination of such Product shall disclose to Firenze Audio' satisfaction that such failures did not arise as a result of misuse, abuse, improper installation or application, repair, alteration, or accident, or negligence in use, storage, transportation or handling by anyone other than Firenze Audio. Any replacement Product will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Firenze Audio shall in no event be responsible for any labor costs, or otherwise, incurred by Buyer incident to the replacement of any defective Product. If Firenze Audio determines that the returned Product conformed to the warranties, Firenze Audio will return the Product to Buyer at Buyer's expense.

7.5

The Sealed Lead-Acid (SLA) batteries are not covered under the warranty because Firenze Audio has no way of knowing how they were taken care of.

7.6

FIRENZE AUDIO SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, DATA, INJURY TO REPUTATION OR LOSS TO CUSTOMERS, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, SALE, USE, PERFORMANCE OR FAILURE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF FIRENZE AUDIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL FIRENZE AUDIO' LIABILITY TO BUYER ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO FIRENZE AUDIO BY BUYER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

8. Default

If Buyer becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors or is otherwise unable to meet Buyer's obligations as they come due, Firenze Audio may decline to make further shipments without in any way affecting Firenze Audio' rights under these Terms. If, Firenze Audio elects to continue to make shipments, Firenze Audio' action shall not constitute a waiver of any default by Buyer or in any way affect Firenze Audio' legal remedies of any such default.

9. Assignment

Buyer shall not assign Buyer's order or any interest in or any rights hereunder without the prior written consent of Firenze Audio.

10. Confidentiality

Buyer acknowledges that Buyer may gain access to trade secrets and confidential information of Firenze Audio. At all times Buyer agrees not to disclose Firenze Audio' trade secrets or confidential information to any third party without the express written consent of Firenze Audio. Buyer further agrees to undertake all steps necessary to maintain the secrecy of Firenze Audio' trade secrets and confidential information.

11. Miscellaneous

All notices, authorizations, and requests shall be deemed given on receipt. These Terms shall be governed by the laws of the Stato Italiano. The Foro of Prato shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and each party hereby consents to the jurisdiction and venue of such courts. All waivers of the exercise any remedy or option provided herein, or to require any performance by Buyer must be in a writing signed by Firenze Audio. If any provision of these Terms is declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect. Nonperformance of either party, except for the making of payments, shall be excused to the extent that performance is delayed or rendered impossible by any reason where failure to perform is beyond the reasonable control of the nonperforming party.

(070223)