

TERMS AND CONDITIONS OF SALE

APRIL 2009

Equipment, software and services supplied by Acutron will be conform to the following terms and conditions:

1 – Order

We will only accept written orders (fax, email or regular mail).

2 – Account

Regularly buying enterprises may request an open credit. This will be possible for a minimum annual turnover of 12.000,00 Euro.

Please request the Account opening form from us and supply it entirely filled.

The approval of a credit amount if any is subjected to approval of our credit insurance company or to a detailed customer profile analysis.

If in practice lack of compliance to established procedures is verified, if Acutron receives an indication from the credit insurance company to terminate the concession or if the customer profile analysis shows unfavourable data, Acutron has the right to terminate credit concession.

3 – Payment

Unregistered customers will be paid at goods reception, for goods picked up at our premises, or will pay in advance if the carrier cannot collect at destination.

Registered customers will benefit from credit up to the attributed amount, and will pay 30 days after invoice. Funds must enter our services within 8 days past that date.

In the case a registered customer chooses to benefit from additional discount for payments upon invoice, funds must enter our services within 8 days past the invoice date. If that delay is exceeded, a debit note will be emitted on the discount amount.

Other forms of payment - as expressed in our proposals for supplies or other when duly negotiated between both parties and with the express written permission of Acutron.

Private Customers - those who have not registered a taxed commercial or industrial activity, and purchase the equipment and/or services for their own use:

Those will pay upon delivery and will not be entitled to credit, or in accordance with the conditions expressed in our proposals for supply if such a document was issued.

May opt for leasing using the rental company of their choice.

Failure to meet payment dates will imply debit of interest at the legal rate in effect at the due date of the invoice as well as the suspension of any supplies and services.

Payment upon delivery will benefit from a net 1% discount and will be applicable to registered customers choosing that option.

Payments may be made by: cash, checks made payable to our order or by bank transfer on our behalf to:

Caixa Geral de Depósitos NIB: 00352160000599293090 IBAN: PT5000352160000599293090 BIC / SWIFT: CGDIPTPL
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4 - Minimum Billing

Purchases up to and including € 200.00 (two hundred Euros) net will be fully paid upon delivery.

5 – Prices

Prices of products and services provided by Acutron can be changed without notice as stated in our price lists.

For deliveries subject of a formal Acutron proposal the prices will hold for the period identified in it.

Prices are net and exclude; applicable taxes such as VAT, transport, insurance, customs charges, fees and any other costs.

6 - Debts Technical Assistance

Dues relating to technical assistance are paid upon receipt of the equipment.

Estimates can be provided technical assistance if requested by the customer upon delivery of equipment for assistance.

Estimates will be sent to the customer in writing via fax or email.

In the case of rejection of the estimate by the customer, a fixed rate of at least € 40.00 (+ VAT) will be applicable.

If estimates are not accepted and the customer does not pick up the equipment, thirty days after reception those will be considered abandoned and can no longer be claimed.

Discontinued equipment will require a € 40.00 deposit to be done at the estimate request.

Technical assistance and/or travel fees will be charged by Acutron at the rate applicable at the time of its execution, plus legal taxes.

7 - Transport, Storage and Removal

Products sold by Acutron always travel at the sole customer risk.

In the event that the customer is picking up the equipment directly at Acutron and pick-up is not carried out within eight days after notification of availability a daily storage fee of 0.1% of the product value will be applied.

8 – Complaints

Any claim relating to an Acutron supply should be submitted in writing within 8 (eight) days after receipt of goods by the customer, being subject to our acceptance.

No claim entitles the customer to receive any costs and/or claimed indemnifications, the amount of any compensation will be limited to the full service/equipment purchase price, or a part of it. Decision of what to do and the exact amount to be refunded if any will be up to Acutron, based on analysis of the complaint.

9 – Returns

Acutron-authorized partial or total return of a supply will always be carried out against a credit note. It is mandatory that the returned equipment is not deteriorated or damaged and that the return takes place within 8 (eight) days after receipt of goods by the customer.

10 – Warranty

The equipment manufactured under the brands Acutron and LARSEN, property of Acutron Electroacustica Lda, is covered by a warranty of two years from the date of original purchase against defects in workmanship, unless another period is specifically stated in a proposal Acutron provides.

The warranty excludes:

- Damage caused by use outside the conditions specified in the operator manuals and/or when the malfunction has been induced by external causes (eg, variation of voltage, lightning, etc)
- Damage to the finish, external parts including electro-mechanical controls (such as knobs, buttons, switches, plugs, etc.) and abuse of any kind.
- Repair or attempted repair by anyone other than Acutron, and any changes made to the equipment either in hardware or software.
- Removal, damage and/or modification of the serial number and/or model plates.
- Failure by the customer to comply to our Sales Conditions and/or other agreed.
- Training beyond the specified at time of purchase.

Telephone and/or email assistance not explicitly contracted to purchase on the operation and/or programming of equipment or systems exceeding one hour during the first month after the acquisition, half an hour during the second month or a quarter of an hour during the third.

Other products marketed by Acutron but not directly manufactured by Acutron are guaranteed by their manufacturers under the conditions set by them.

All equipment for assistance under the Guarantee shall be delivered at our facilities. Transport, insurance and travel costs are explicitly excluded.

Warranty of all equipment and/or services provided by Acutron does not include its exchange or any indemnification.

11 - Technical Assistance

Upon termination of the warranty period or its cancellation, technical assistance will be provided if requested by Acutron, except for equipment which is not manufactured by Acutron, in which case service will be up to the manufacturer or its representatives.

Requests for technical assistance to be performed outside of Acutron premises must always be requested in writing.

Equipment not picked up within 30 days after the customer is notified of completion of the assistance are considered abandoned, can not be claimed and are subjected to a daily storage at the rate in effect at Acutron.

12 - Software - Terms of Licensing

The supply of managed software, generally known as program (s) shall be carried out under the conditions of Acutron the Software Licensing agreement. The same is true for the updates.

Any copies are expressly prohibited and are subject to a legal compensation claim from Acutron.

13 – Termination

For deliveries where the customer is required to do an advanced payment, in the case the order is terminated the advanced payment will remain in possession of Acutron and will not be returned.

In all cases of order cancellation by the customer, this one shall be obliged to financially compensate Acutron for the costs and losses it has incurred or is forced to incur in order to be able to deliver.

If a customer refuses to pick up an order at the due date, refuses to receive the goods or deliberately postpones the reception, the order will be considered as cancelled by the customer.

If Acutron be forced to cancel an order from a customer, the only compensation will be the value of any advanced payments made by the customer.

14 – Property Reserve

All equipment (and other) provided by Acutron remains in its possession up to its full payment.

All technical documents, programs and other support materials will remain the property of Acutron. The customer cannot reproduce, copy and/or supply those to third parties without prior authorization by Acutron.

15 – Validity

Acutron reserves the right to modify or replace its Terms and Conditions at any time and without notice.

16 – Dispute

In the event of litigation arising from a supply made by Acutron, it will be settled exclusively before a court of law in Sintra, Portugal, to the exclusion of any other.