

Terms & Conditions

TERMS & CONDITIONS GOVERN

The AKOUO ACOUSTICS' Terms & Conditions shall apply to and govern all transactions and purchases of products (including any related services) between AKOUO ACOUSTICS and AKOUO ACOUSTICS' customer ("Customer"). Except as otherwise excluded by agreement, in writing, signed by AKOUO ACOUSTICS and Customer, (i) these Terms & Conditions shall apply to and are incorporated into all agreements, whether written, oral or implied, with respect to the purchase of any products from AKOUO ACOUSTICS by Customer pursuant to any quote, proposal, purchase order, invoice, or any other document related to the products provided by AKOUO ACOUSTICS to Customer and into all orders, (ii) in the event Customer submitted an order or other Customer document reflecting terms and conditions applicable to products, these Terms & Conditions shall control, and (iii) Customer's acceptance of the products is conditioned upon acceptance by Customer of these Terms & Conditions and no others, and reflects Customer's assent to AKOUO ACOUSTICS' Terms & Conditions as set forth herein. AKOUO ACOUSTICS shall not be bound and no writing will constitute an order unless and until such writing is acknowledged by AKOUO ACOUSTICS as provided below. Acceptance and acknowledgment of an order by AKOUO ACOUSTICS or performance by AKOUO ACOUSTICS is pursuant to these Terms & Conditions only, and constitutes a rejection of any additional terms and conditions of Customer.

PRODUCT PRICING

AKOUO ACOUSTICS' PRODUCT PRICE LISTS ARE PRICED WITH FREIGHT (ASSUMING SHIPMENT TO THE 48 U.S. CONTIGUOUS STATES) BUT WITHOUT INSTALLATION CHARGES. AKOUO ACOUSTICS' prices applicable to all Customer orders shall be those in effect at the time AKOUO ACOUSTICS receives a complete order from Customer unless: Customer and AKOUO ACOUSTICS have in place a written special pricing or master supply agreement, which agreement specifies the prices to be paid by Customer; or Customer requests a product shipping date to occur more than one hundred twenty (120) days after AKOUO ACOUSTICS' receipt of Customer's order (in which case AKOUO ACOUSTICS shall have the option to apply to Customer's order the price list in effect as of Customer's requested shipping date).

FREIGHT TERMS

AKOUO ACOUSTICS reserves the right to select the "Best Way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing).

REQUESTS FOR SPECIFIC DELIVERY TIME(S)

AKOUO ACOUSTICS considers requests for delivery times and for drop shipments to job sites, and will undertake reasonable efforts to indicate any such request(s) to product carriers. AKOUO ACOUSTICS may, in its sole discretion, extend to Customer the option of a carrier-guaranteed set delivery time at an additional cost to Customer. AKOUO ACOUSTICS' liability for any damages incurred for any late deliveries, including labor and other expenses resulting from any such delays, shall be limited to a refund of the charge for the aforementioned carrier-guaranteed delivery time.

PAYMENT TERMS; NET THIRTY DAYS

Payment on all AKOUO ACOUSTICS invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice and without offset, back charges, retention, or withholding of any kind. Unpaid and delinquent invoices which remain unpaid or delinquent for more than 10 days after their due date shall be a "Default" and all such invoices shall accrue interest from the due date at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law. Upon a Default, without waiver of AKOUO ACOUSTICS' right to exercise any other remedy provided herein or otherwise by law or in equity, AKOUO ACOUSTICS' remedies include but are not limited to any or all of the following: (a) termination of any order; (b) stopping delivery of products; (c) cancel all pending orders and recover any cancellation charges from Customer; (d) repossessing any products pursuant to its security interest and selling any such products; and (e) reimbursement by Customer to AKOUO ACOUSTICS for all reasonable expenses of enforcement of these Terms & Conditions including, without limitation, reasonable attorneys' fees and other legal costs and including all such costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments or with collecting or enforcing these Terms & Conditions including in any Customer bankruptcy proceeding.

FORCE MAJEURE

AKOUO ACOUSTICS may terminate any order or the delivery of any products upon written notice to Customer without liability if, in AKOUO ACOUSTICS' sole reasonable discretion, providing the products, or any product, may be prohibited by law, statute, legislation, order, regulation or guidance issued by a court of law, governmental body or regulatory body, or by any contract to which AKOUO ACOUSTICS is a party, or if for any reason beyond AKOUO ACOUSTICS' reasonable control the products, or any of them, cannot be delivered for reasons including, without limitation, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving AKOUO ACOUSTICS' employees), weather of exceptional severity, acts of local or central government or other authorities or regulatory bodies, natural disaster, terrorism, riot, sabotage, transportation delays, computer failure, hardware failure, telecommunications failure, electronic mail failure, power failure, or failure of Customer to cooperate with the reasonable requests of AKOUO ACOUSTICS.