

Terms and Conditions



This website is operated by Avidex Industries through its Avidex Industries division ("Avidex" or "Seller"). All inquiries should be directed to:

Avidex Industries
1100 Crescent Green
Suite 200
Cary, NC 27518

1-800-535-2459

IMPORTANT INFORMATION

These Terms and Conditions constitute a binding contract between Buyer and Seller and are referred to herein as ("Terms and Conditions"). Buyer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on Seller Website ("Site") or otherwise requesting products ("Products") (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on the Site at the time Buyer places an order will govern the order in question, unless otherwise agreed in writing by Seller.

Buyer's Electronic purchase orders are the equivalent of written and signed documents.

The Buyer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be considered by Seller null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied if any, between the parties with respect to the subject matter hereof.

YOUR USE OF THIS WEBSITE IS GOVERNED BY THESE TERMS AND CONDITIONS

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SUBMISSIONS

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property rights in the Comments. Avidex will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

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Reference to any product or service on the <https://shop.avidex.com/> website does not constitute an offer to sell or supply that product or service and does not mean that the product or service is available. Avidex attempts to be as accurate as possible. However, Avidex does not warrant that product descriptions or other content of this website is accurate, complete, reliable, current, or error-free. If a product offered by Avidex itself is not as described, your sole remedy is to return it in unused condition.

PRODUCT PRICING

PRICES AND AVAILABILITY OF THE PRODUCTS AND SERVICES LISTED ON THE SITE ARE SUBJECT TO CHANGE WITHOUT NOTICE. The prices displayed on [Avidex.com/marketplace](https://shop.avidex.com/) are quoted in U.S. Dollars and are valid and effective only in the United States.

While Avidex strives to provide accurate product and pricing information, pricing or typographical errors may occur. In the event a product or service is listed at an incorrect price due to a typographical error, or any other reason, we shall have the right to refuse or cancel any order placed for such product or service at the incorrect price, even if the order has been confirmed and/or your credit card has been charged. In the event that an item is mispriced, Avidex may, at our discretion, either contact you for instructions or cancel your order and notify you of such cancellation. If your credit card has already been charged for the purchase and your order is cancelled, we shall promptly issue a credit to your credit card account in the amount of the incorrect price.

TAXES

Applicable taxes and fees are estimates at time of check out and will be added to the order at time of invoice unless satisfactory Tax Exemption Certificate has been received by Avidex.

SHIPPING AND HANDLING

Third-party shipping cannot be accepted on orders through our online shop. A third-party transport will require an order over \$5,000 and coordinated with your account manager. The shipping fees on this site are estimates based on our typical standard parcel carrier rates. These estimates may change to accommodate non-standard fees such as expedited shipping, LTL/FTL Freight, or remote locations. Actual charges will be upon final invoice/credit card processing, FOB Shipping Point.

DISPOSAL FEES

A mandatory California Electronic Waste Disposal Fee will be added when applicable. This fee relates only to certain video/TV/signage displays purchased and shipped to California locations.

RISK OF LOSS

All items purchased from Seller are made pursuant to a shipment contract. This means the risk of loss and title for such items pass to you upon Seller's delivery to the carrier.

DELIVERY

All Products shall be received subject to Buyer's right of inspection and rejection which may be exercised directly by Buyer. Receipt is for piece count and weight, not functionality.

RETURNS

Requests for the return of product must be made within thirty (30) calendar days of the product's delivery date.

Return authorizations can be requested by calling 1-800-535-2459 extension 8512, or by emailing Return.Request@Avidex.com.

Only new, non-custom product in its original unopened packaging can be returned.

Special order/custom product is not returnable.

Credit will not be issued until Seller receives the product and inspects it to ensure it is in new, salable condition in Seller's sole discretion.

All returned Products are subject to a minimum 15% restocking fee.

Shipping charges for the return of items and shipment of replacement items is the responsibility of the Buyer.

DAMAGE

Delivery of product with visible signs of shipping damage should be refused. Be sure the carrier has properly documented the reason for refusal on their bill of lading or electronic system. Call Seller Services immediately at 1-800-535-2459 extension 8512. Concealed damage - Claims for concealed damage must be made within three (3) days of receipt of the product. Notify Avidex Customer Service immediately upon discovery of concealed damage, within the three (3) day limit for further instruction.

PAYMENT

Orders are binding upon Seller upon shipment. Buyer agrees to pay the total purchase price for the Products plus shipping, taxes and fees as applicable. Terms of payment are Net 30 unless otherwise approved in writing by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller or any of its Affiliates on behalf of Seller may issue an invoice to Buyer. Seller may invoice Buyer separately for partial shipments. Buyer agrees to pay interest on all past-due sums at the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law. Buyer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on the Products. Buyer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Buyer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. Buyer hereby grants to Seller a security interest in the Products to secure payment in full. Buyer authorizes Seller to file a financing statement to perfect such security interest.

WARRANTIES

The Buyer agrees that it has selected the Product and it is suitable for its intended purpose. Buyer understands that Seller is not the manufacturer of the Products purchased by Buyer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products the Buyer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that maybe provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights with respect to any Product and also waives any right to indemnification from Seller or its Affiliates by a third party. Seller expressly warrants all Products to be free from defects and materials and warrants that all Products conform strictly to applicable specifications, drawings and approved samples, if any. Seller warrants all Products furnished to be new and unused (unless otherwise specified in this Order).

EXCUSABLE DELAYS

Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which may result from any circumstances beyond Seller's reasonable control including but not limited to Product unavailability, carrier delays, acts of governmental authority, acts of the public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or causes or contingencies reasonably beyond its control. Any shipping dates provided by Seller or any purported deadlines are estimates only.

ASSIGNMENT

Buyer shall not assign this Order.

YOUR ACCOUNT

If you register for an account on Avidex.com/marketplace, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. We reserve the right to delete or change any username or password at any time and for any reason. All information provided to us will be used in accordance with our Privacy Notice. Avidex.com/marketplace does sell products for children, but it sells them to adults, who can purchase with a credit card. If you are under 18, you are prohibited from using Avidex.com/marketplace. Avidex reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at our sole discretion.

CORRECTION OF ERRORS AND INACCURACIES: RISK OF LOSS

The information on this website may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability. We apologize for any inconvenience this may cause you. The risk of loss and title to items purchased from Avidex.com/marketplace passes to the purchaser upon our delivery to the carrier.

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We respect the intellectual property rights of others, and require that the people who use Avidex.com/marketplace do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

Your address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorized by you;

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please note that this procedure is exclusively for notifying Avidex that your copyrighted material you believe may have been infringed. Avidex Copyright Agent for receipt of your notice of claims of copyright infringement on Avidex.com/marketplace can be reached as follows:

Copyright Agent:

Mr. Sam Craig

Chief Financial Officer
1100 Crescent Green
Suite 200
Cary, NC 27518

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This is a comprehensive limitation of liability that applies to all losses and damages of any kind (whether general, special, consequential, incidental, exemplary or otherwise, including, without limitation, loss of data, income or profits), whether in contract, negligence or other tortious action, even if an authorized representative of avidex has been advised of or should have known of the possibility of such damages.

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Applicable law may not allow the limitation of liability set forth above, so this limitation of liability may not apply to you. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of avidex under such circumstances for liabilities that otherwise would have been limited shall not exceed one hundred dollars (\$100).

ENFORCEMENT OF TERMS AND CONDITIONS

By accessing and using the shop.avidex.com website, you agree that your access to and use of this website is subject to these terms and conditions, as well as all applicable laws, as governed and interpreted pursuant to the laws of the state of north carolina, united states of america.

COMPLIANCE WITH LAWS

Seller shall comply with applicable Federal, State and Local laws, and rules and regulations and shall indemnify Buyer against any loss, liability or damage as a result of its noncompliance with said laws, rules and regulations.

LABOR LAWS

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of North Carolina. Seller is a Federal contractor covered under Executive Order 11246, and Section 503 and 402 of the Rehabilitation Act, and complies with all EEO laws.

PURCHASE ORDER AS SIGNATURE

A Purchase Order or Purchase Order Number from the Buyer shall act as an electronic signature and bring forth into effect all terms and conditions herein.

CANCELLATION

An order cannot be cancelled by Buyer after the order has been submitted.

SEVERABILITY

If any provision or portion thereof contained in these terms and Conditions shall, for any reason, be declared invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision

or portion shall not invalidate or render unenforceable the remaining provisions hereof and the provision or portion declared invalid shall not be invalidated in its entirety, but shall be deemed to be altered and amended, whenever possible, to the extent necessary to effect such validity and enforceability. The invalidity or unenforceability of any provision or portion thereof contained in these Terms and Conditions in one jurisdiction shall not invalidate or render unenforceable such provision or portion thereof in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and representatives.

WAIVER

The failure of either party to enforce any of these Terms and Conditions on one or more occasions shall not constitute a waiver of such party's right to enforce such term on any other occasion or of such party's right to enforce each and every Term and Condition.

RELATIONSHIP OF PARTIES

Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties hereto and Buyer shall not have the authority to bind Seller in any respect.

JURISDICTION

You agree and consent to the exclusive jurisdiction of the state or federal courts located in Raleigh, North Carolina and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Avidex may elect, in its sole discretion, to litigate the action in the county or state where any breach by you occurred or where you can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Website or these Terms and Conditions shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

PRIVACY NOTICE

Avidex knows you care about how information about you is used and shared, and we appreciate the trust that you place in us. Our Privacy Notice explains what information we collect from you, how we use that information, and what choices you have with respect to that information. The information we learn from customers helps us to continually improve your Avidex experience. Here are the types of information we gather.

Information You Give Us: We receive and store any information you enter on our website or give us in any other way. You can choose not to provide certain information, but then you might not be able to take

advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future shopping for you, improving our site, and communicating with you.

Automatic Information: We receive and store certain types of information whenever you interact with us. For example, like many websites, we use "cookies," and we obtain certain types of information when your Web browser accesses <https://shop.avidex.com>

E-mail Communications: To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from <https://shop.avidex.com> if your computer supports such capabilities.

Cookies are unique identifiers that we transfer to your device to enable our systems to recognize your device.

The Help feature on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether.

Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the Web site of its manufacturer. Because cookies allow you to take advantage of some of our website's essential features, we suggest that you leave them turned on. For instance, if you block or otherwise reject our cookies, you will not be able to add items to your Shopping Cart, proceed to Checkout, or use any <https://shop.avidex.com> products and services that require you to Sign in.

Information about our customers is an important part of our business, and we do not sell it to others. We may share customer information only as described below and with subsidiaries/affiliates of Avidex Industries.

Business Transfers: As our business continues to develop, we may sell or buy subsidiaries, or other business units. In such transactions, customer information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Notice (unless, of course, the customer consents otherwise). Also, in the unlikely event that Avidex or substantially all of its assets relating to this site are acquired, customer information will of course be one of the transferred assets.

Protection: We release account and other information when we believe release is appropriate to comply with the law; enforce or apply our Terms and other agreements; or protect the rights, property, or safety of Avidex, our users, or others. Obviously, however, this does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers for commercial purposes in violation of the commitments set forth in this Privacy Notice.

We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input.

We reveal only the last four digits of your credit card numbers when confirming an order. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing.

It is important for you to protect against unauthorized access to your password and to your computer.

[Shop.avidex.com](https://shop.avidex.com) gives you access to a broad range of information about your account and your interactions with the website for the limited purpose of viewing and, in certain cases, updating that information.

You can add or update certain information on your customer profile. When you update information, we usually keep a copy of the prior version for our records.

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AUTOMATIC INFORMATION

Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information such as browser type, version, and time zone setting, browser plug-in types and versions, operating system, and platform and purchase history. We may also use browser data such as cookies, Flash cookies (also known as Flash Local Shared Objects), or similar data on certain parts of our Web site for fraud prevention and other purposes. During some visits we may use software tools such as JavaScript to measure and collect session information, including page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page. We may also collect technical information to help us identify your device for fraud prevention and diagnostic purposes.

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