



# AMS Terms and Conditions of Sale

Tel: (510) 353-0211 Fax: (510) 353-0212  
www.american-media.com

## I. To Place Orders:

- A. Payment Methods** – Note: ALL ORDERS TO FIRST TIME CUSTOMERS ARE COD CERTIFIED CHECK or pre-paid check. There are no exceptions to this rule. Upon receipt of a complete credit application and a favorable check of listed references, COD Company Check (ROG) will be established. To obtain NET term accounts are approved in 3 to 5 weeks based on prompt reference response and credit worthiness. All information must be complete and accurate on the credit application when you return it to your AMS representative.
- B. Will Call Orders** – Please allow twenty-four(24)hours to prepare will-call orders. Coming at a specific time will help speed up waiting time. Our Shipping Traffic Manager will be handling the delivery of will call equipment, and will contact you directly for a pick-up appointment.

## II. Repair and Customer Service:

- A. Warranty** – All AMS products are covered by a two-year warranty unless otherwise specified on special items. This coverage starts the day the item is shipped from our warehouse. Some products have longer warranties directly from the individual manufacturer.
- B. Returns** – Any product returned to AMS for any reason must show a valid RMA (Return Merchandise Authorization) number on the shipping box. The receiving department will refuse all shipments that do not clearly show and RMA number. ALL RMA MERCHANDISE SHOULD ARRIVE AT AMS FREIGHT PREPAID. All RMA merchandise will be repaired and returned via UPS Ground or UPS Ground COD. AMS will pay shipping ONE WAY on RMA merchandise to the customer only. END USERS must send all RMA merchandise to their Customer. End Users sending merchandise to AMS are subject to a handling fee or rejection of merchandise.
- To obtain and RMA number, it is necessary to call our service center at (510) 353-0211 with the following information:
    - The INVOICE number for product to be returned.
    - The DATE of the invoice.
    - The product SERIAL NUMBER(S).
    - Your CUSTOMER CODE (a four to six-digit code found on upper left of invoice).
  - We strongly recommend that customers keep an accurate RMA log, as we cannot respond to RMA or credit status checks without the RMA number.
  - Product returned without all manuals, cables, parts, etc. would be adjusted accordingly when replacing or crediting.
- C. Exchanges** – Products are returned for repair or exchange, at AMS's discretion. Typically, products found to be DOA (dead on arrival) within seven (7) days of delivery will be exchanged with new product. At this time, AMS does not cross ship RMA merchandise. However, NET term customers may purchase the replacement product and receive credit when the defective product is returned to AMS. Cross ships are subject to credit approval.
- D. Depot Service** – AMS will allow for "while-you-wait" service on AMS products in our offices, to customers and End-users. For service in or out of warranty, the rates are as follows:
- Customer Depot Service \$50.00 per hour.
  - End-User Depot Service \$70.00 per hour.
- E. Technical Support** – For technical support regarding AMS products, please call (510) 353-0211, between 8:00am and 5:00pm (Pacific Time), Monday through Friday.
- F. Credits** – Product may be returned for credit within the first seven (7) days after receipt of goods, if circumstances warrant, and at AMS's discretion. Correctly shipped, working product returned, even within this period, are subject to a 15% restocking charge. Credits are always based on current AMS pricing.

## III. Liabilities:

- A. Title Risk of Loss** – Shipment of all products shall be FOB AMS's California facility. Title to and risk of loss or damage to the product shall pass to Buyer upon delivery to carrier at the FOB point. It is the Buyers responsibility to dealing with the carrier in the event of carrier's mis-delivery, loss, or damage to product.
- B. Exports by Buyer** – AMS shall not be responsible for obtaining an export license from the United States Department of Commerce for products shipped outside the United States.
- C. Collection Fees** – In the event it becomes necessary to file lawsuits to collect any amount due under this agreement, the Buyer agrees to pay such additional collection costs, charges, and expenses including reasonable attorney's fees if the account is placed in the hands of an attorney.



# CREDIT APPLICATION

4805 Hannover Place Fremont, CA 94538  
Tel: (510) 353-0211 Fax: (510) 353-0212  
[www.american-media.com](http://www.american-media.com)

☛ Please complete information and fax form back.

COMPANY NAME \_\_\_\_\_

PRINCIPALS \_\_\_\_\_ 2) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ YEARS IN BUSINESS \_\_\_\_\_

FEDERAL ID# \_\_\_\_\_ RESELLER ID# \_\_\_\_\_

PROPRIETORSHIP  PARTNERSHIP  INCORPORATED PLACE INCORP.

## Trade References

1. NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
PHONE: ( ) \_\_\_\_\_ - \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ - \_\_\_\_\_ CONTACT: \_\_\_\_\_

2. NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
PHONE: ( ) \_\_\_\_\_ - \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ - \_\_\_\_\_ CONTACT: \_\_\_\_\_

3. NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
PHONE: ( ) \_\_\_\_\_ - \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ - \_\_\_\_\_ CONTACT: \_\_\_\_\_

## Bank References

BANK NAME: \_\_\_\_\_ CONTACT: \_\_\_\_\_

TEL: ( ) \_\_\_\_\_ - \_\_\_\_\_ FAX: ( ) \_\_\_\_\_ - \_\_\_\_\_

BUS. CHECKING ACCT.#: \_\_\_\_\_ BUS. SAVINGS ACCT.#: \_\_\_\_\_

AUTHORIZATION: Please accept this as an authorization to release credit information to **American Media Systems, Inc.**

AUTHORIZED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

*Thank You for Taking the Time to Become An AMS Customer!*



# Individual Personal Guaranty

Tel: (510) 353-0211 Fax: (510) 353-0212

(Attach your most current Personal Financial Statement)

I, \_\_\_\_\_ residing at \_\_\_\_\_ for and in consideration of your extending credit at my request to \_\_\_\_\_ (herein referred to as the " Company" ) of which I am \_\_\_\_\_ hereby personally guarantee to you, **AMS** Inc, the payment of any obligation of the Company, and I hereby agree to bind myself to pay you on demand any sum that may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive the notice of default, non-payment, and notice hereof and consent to any modification or renewal of the credit agreement hereby guaranteed. I further agree to pay any reasonable attorney fees and court costs incurred in any efforts to enforce payment of sums due by the Company, or to collect the same, governed by the laws of the State of California.

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Social Security Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Driver's License Number:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

## Resale Certificate

(1) \_\_\_\_\_ ("Reseller") hereby certifies that it holds valid state sales tax permit number (2) \_\_\_\_\_ issued by the State of (3) \_\_\_\_\_ that it is engaged in the business of selling (4) \_\_\_\_\_ and that the tangible personal property described below purchased from **AMS** Inc will be re-sold by it in the form of tangible personal property:

Description of Property Purchased (5): \_\_\_\_\_. In the event that any of the above described property is not re-sold and is not held by Reseller for retention, demonstration, or display of sale in the regular course of Reseller's business, Reseller will report the purchase of such property to the appropriate tax authorities and will pay all required sales and use taxes relating to the purchase of such property.

**Certified and agreed on (6)** \_\_\_\_\_, 20( )

**Signature: (7)** \_\_\_\_\_ **Address: (8)** \_\_\_\_\_

**Name: (9)** \_\_\_\_\_ **City, State, Zip:** \_\_\_\_\_