

AMS.NET Full Company Terms & Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
Should this order require a change, the following Change Management Procedure will go into effect:
Change Management Procedures. It may become necessary to amend this agreement for reasons including, but not limited to, the following: Changes to scope of the work and/or specifications for the Services, Changes to the Milestone Invoice Schedule, Changes to the project schedule due to unavailability of resources which are beyond either party's control, and/or, Environmental or architectural conditions not previously identified. In the event either party desires to change this SOW, the following procedures shall apply:
 - i. The party requesting the change will deliver a "Change Request" to the other party (an example of which is provided in Appendix B). The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work.
 - ii. A change Request may be initiated either by Customer or by AMS for any changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.
 - iii. AMS shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Request made by Customer.
 - iv. Upon Execution of the Change Request, said Change Request will be incorporated into, and made part of, this SOW.
 - v. AMS is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon in writing by both parties.
2. Payment Terms are NET 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Please retain invoice for warranty purposes. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received. Unless credit approved and currently hold a corporate line of credit, a 25% down payment, a sum representing the total project cost, will be invoiced to you upon signing the contract. This invoice shall be due & payable in full, prior to AMS processing this order. If credit approved and hold a line of credit, no deposit invoice will be sent. Subsequent billing invoices for equipment and services provided under this Agreement shall be sent to Customer concurrently once the equipment is received by the customer or the customer agrees to have AMS.NET, Inc. store the equipment at no charge to the customer. The delivery of equipment and/or the provision of services, as the case may be will be scheduled through our Operations Department.
3. On Recurring Subscription Agreements, AMS.NET will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription and early termination penalties may apply. These subscriptions will auto renew at the end of the initial term and it is the customers responsibility to cancel the subscription within the allotted amount of time or they will be responsible for the renewal costs. AMS.NET will send out customer reminders notifying them of the impending renewal and the customer must notify AMS.NET, Mike Bruington at mbruington@ams.net, in writing 30-days prior to the end-of-term to avoid cancellation penalties. Customer is subject to early termination fees for the remaining value on the contract if contract is terminated before the contract end date.
4. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
5. All companies with tax exemption must present a valid Tax-Exempt form. If Customer is tax exempt or if tax exempt for is not provided the customer agrees to pay all applicable taxes.
6. All Shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (inside delivery). If Inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
Risk of loss: Seller shall bear all risk of loss or damage to components of the system while they are in transit to the Customer and until deliver to the premises. Thereafter, such risk of loss shall be done by Customer, except for loss caused by the negligence of Seller or its employees.
7. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
8. Returns will be accepted at AMS.NET discretion and only if merchandise is in an unopened box and the customer agrees to pay a restocking fee of 25% of the purchase price. All returns must have a valid RMA number from AMS.NET before returning and must be reported within 30 days.
9. The laws of the State of California will apply to this sale.
Entire Agreement: This Agreement, together with any price quotes or purchase orders attached hereto as Exhibit A, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement, supersedes and cancels any prior understanding, communications or agreements of the parties with respect to the subject matter of this Agreement, and may be amended or supplemented only by a writing signed by both parties.
10. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. HOWEVER, ALL STATED DELIVERY AND INSTALLATION DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OR INSTALLATION.
11. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects and workmanship for a warranty period of thirty (30) days commencing on the later of the date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this Agreement (this warranty being hereinafter referred to as an "Installation Warranty"). EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AMS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.