



## Terms & Conditions



Thank you for choosing Free to Air ( Ireland) for your satellite reception equipment needs! Please refer to these TERMS & CONDITIONS if you need to handle warranty issues.

The "Agreement" is made between Free to Air ( Ireland) (Vendor) and Recipient, (Customer). All products sold as NEW with a manufacturer warranty. If a Vendor warranty is stated on the invoice Vendor will repair or replace, at Vendor's option, the product containing manufacturing defects so long as the product is returned in its original shipping materials to Vendor within the original Vendor warranty period. Any product covered by an extended Vendor warranty purchased at time of original sale will be repaired or replaced at Vendor's option so long as the product is returned in its original shipping materials to Vendor within the extended Vendor warranty period. This warranty is made only to the Customer whose name appears on the front of the invoice. Service or product upgrades or modifications by a non-Vendor approved technician voids any and all warranties, expressed or implied. If Vendor accepts product for repair of manufacturing defects after warranty period has expired, or damage was caused through service by a non-Vendor approved technician, buyer agrees to pay service Vendor \$60 per hour for such repairs. No merchandise will be accepted for repair or replacement without prior RMA number. To obtain an RMA, please call 916-677-0720.

Vendor makes no representations or warranties regarding the fitness of the products you have purchased for any particular function. Vendor makes no representations or warranties that the products you have purchased are compatible with any particular software, hardware or any other non-Vendor equipment. Vendor is not responsible for any damage, problems, or data loss resulting from software, hardware failure or non-Vendor equipment placed by Customer on Vendor product. Products that are serviced by a non-Free to Air ( Ireland) approved technician voids any and all warranties, expressed or implied.

Limitation of Liability: Free to Air ( Ireland ) LIABILITY TO PURCHASER SHALL BE LIMITED TO 100% OF THE AMOUNT THEN HAVING BEEN ACTUALLY PAID TO Free to Air ( Ireland) UNDER THIS AGREEMENT. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE INTEGRAL TO CUSTOMER'S ABILITY TO PLACE AN ORDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT Free to Air ( Ireland) SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, OR OTHER DAMAGES ARISING OUT OF THE USE OF Adventist Satellite's PRODUCTS PURCHASED. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT AS OF THE DATE OF THIS AGREEMENT, THERE ARE NO CLAIMS OR DISPUTES BETWEEN VENDOR AND CUSTOMER.

These Terms and Conditions along with information provided on a Free to Air ( Ireland) invoice to customer constitute the whole agreement between Customer and Vendor. Free to Air ( Ireland) will accept Purchase Orders for organisations under the conditions that invoices paid after 30 day terms will be billed an additional 10% late fee. Any terms contained in Customer's Purchase Orders which conflict with the terms of this invoice are expressly rejected. By accepting shipment of product from Vendor, Customer agrees that the Vendor Terms & Conditions of the Vendor supersede any conflicting terms in Customer's PO.

Should any term, sentence, or paragraph of this invoice be deemed invalid or illegal in a court of law, such term, sentence or paragraph shall be severed from the rest of this agreement, leaving the other terms of this agreement enforceable. This agreement shall be interpreted under the laws of the Republic of Ireland and the European Union. Should any dispute arise from or regarding this agreement, Customer consents to jurisdiction in the Republic of Ireland and agrees that venue is proper in the county of Placer. Customer agrees that the place of performance of this agreement is in the country of Placer, state of Republic of Ireland. Further the prevailing party in any such dispute shall be entitled to costs including legal fees.

### Free to Air Use Statement

Customer acknowledges that certain satellite television equipment may be used in an unauthorised manner to aid in the theft of satellite television services. We acknowledge and understand that the law provides for substantial criminal and civil penalties for the unauthorised use of satellite television services, and we agree not to use products purchased from Free to Air ( Ireland) in any way to intercept a satellite television signal without proper authorisation from the broadcast satellite provider and payment of required charges, and we will only use the equipment purchased in accordance with applicable laws. We agree to indemnify, defend and hold Free to Air ( Ireland) harmless from any and all claims, damages or liabilities rising out of or resulting from unauthorised use of satellite television equipment purchased from Free to Air ( Ireland ).