



**Fax to: 1-888-888-5511 1**

Date:  
TO:

From: Karen Ibach, Clever Sound Promotions, LLC

Subject: YOUR SOUND MODULE ORDER

Thank you for your recent order for our light, sound, music or voice modules. As you know, we work with the leading suppliers of light, sound, voice and motion promotional products. In that role, we typically sell and assemble finished products. For this order, however, you have requested that we send you the modules alone. As this raises certain unique circumstances, we ask that you read the provisions listed below, sign and date this form and fax it to my attention at the above number.

- 1) Clever Sound Promotions will ship sound modules substantially conforming to the description given in your purchase order and that, at the time of shipment, are in good working order.
- 2) When Clever Sound Promotions sells modules separately and not as a component of a finished product, we, obviously, are unable to test or inspect the finished good. Rather, we can only ensure that the modules are working when they leave our plant. As we have no control over your assembly methods, including how these modules are handled during that process, we cannot be responsible for the modules after they have been assembled into the finished goods.
- 3) If upon receiving our modules, you discover that certain modules do not conform to your purchase order or are not working, Clever Sound Promotions will replace the nonconforming modules at no charge to you so long as you comply with the following conditions:
  - a) You must identify any nonconforming or defective modules, and notify Clever Sound Promotions of the number and alleged defect, within 10 days of receipt.
  - b) Clever Sound Promotions bears no responsibility or liability, and will not replace at our cost, any modules which are non-conforming or are discovered to be defective after having undergone any assembly or manufacturing process.
  - c) Subject to the above, for US orders, we will replace at our cost any nonconforming or defective modules provided we first receive the modules to be replaced. All returns will require a **Return Authorization**. Please contact us for instructions and the return authorization before shipping any returned goods. Replacement modules will be sent UPS Ground Trac. Should you desire some other shipping method, you must notify us of such and bear that expense.
- 4) Clever Sound Promotions is not responsible for obtaining any right, license, authority or other permission for the reproduction, duplication or use of ANY intellectual property involved in the project. Upon request, Clever Sound Promotions may require proof that permission to use the intellectual property has been obtained by the owner thereof. By signing below, you agree to defend, indemnify and hold harmless Clever Sound Promotions from any claim, suit, damages, losses, expenses of any kind by reason of any claim, suit or other proceeding brought by any person (including the United States government) involving or arising out of the use, mis-use, misappropriation, infringement or any other alleged wrongful use or application of the intellectual property incorporated into the module or the final product assembled or manufactured with the module.

Again, we appreciate your order and look forward to working with you in the future.

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**\*\*CUSTOMER TO SIGN AND RETURN:**

By my signature below, I acknowledge that I understand and agree to the above agreement.

Signature: \_\_\_\_\_ Company: \_\_\_\_\_

Print Name: \_\_\_\_\_ Position: \_\_\_\_\_ 1 1

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Sincerely,  
Karen Ibach

**2475 E. Towne Blvd., Arlington Heights, IL 60004 847-392-9600**  
**Cleversoundsales@promoplace.com**