



Stock Guitar
Proof of Purchase & Terms of Sale

Date: _____

Description: _____
(Equipment)

Stock/Inventory # _____ Fiber Optics NSO Custom New Used

Customer Name & Delivery Address (Customer or You):

Purchase Price	\$ _____
Shipping/Delivery	_____
Insurance	_____
Taxes	_____
Other	_____
TOTAL	\$ _____

By paying for the Equipment and accepting delivery, You acknowledge your agreement and acceptance of the following Terms of Sale:

- Payment.** Unless otherwise specified, terms of payment are Cash in Advance of delivery.
- Risk of Loss or Damage in Transit.** Unless You instruct otherwise, NSO will insure your shipment at your cost, but You agree that You will be solely responsible for dealing with the carrier for any claims of loss or damage to the Equipment in transit. You may also arrange for pick-up and delivery by carrier of your choice at your own risk, cost and liability.
- Warranty.** The NSO illumination included in the Equipment (including the materials used and installed) are warranted against defects in materials and workmanship in accordance with the terms and conditions of NSO's applicable, standard Limited Warranty for NSO-Installed Illuminations (**Warranty**). You acknowledge that you have received and read a copy of the Warranty and that you agree to its terms, conditions and procedures.

4. LIMITATIONS & EXCLUSIONS OF DAMAGES, REMEDIES AND LIABILITIES.

NSO MAKES NO WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, THAT THE EQUIPMENT WILL BE FIT OR SUFFICIENT FOR ANY PARTICULAR PURPOSES OF CUSTOMER, KNOWN BY NSO OR UNKNOWN, OR THAT IT WILL BE MERCHANTABLE OR FREE OF INFRINGEMENT OR ERROR, AND CUSTOMER AGREES THAT NO SUCH WARRANTIES SHALL BE IMPLIED.

NEITHER CUSTOMER NOR NSO SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, COLLATERAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING ANY LOSS OF USE OR LOSS OF REVENUES OR PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR ITS BREACH. IN NO EVENT SHALL NSO'S LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR DAMAGES ON ACCOUNT OF ANY MATTER OR THING WHATSOEVER, WHETHER BY CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) AND HOWSOEVER ARISING, EXCEED, IN THE AGGREGATE OF ALL SUCH DAMAGES, THE NET PURCHASE PRICE FOR THE EQUIPMENT ACTUALLY PAID BY CUSTOMER TO NSO. THE REMEDIES CONTAINED HEREIN CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF THE PARTIES UNDER OR IN CONNECTION WITH THIS AGREEMENT. Some states do not allow the limitation or exclusion of incidental or consequential damages in consumer sales, so these limitations and exclusions may not apply to you or may apply to you in limited extent.

- No Reverse Engineering; Warnings & Notices; Agreement on Transfer.** Customer acknowledges and agrees that NSO's Custom (non-Fiber Optics) illuminations make use of technologies, processes and methods that are proprietary to NSO. Accordingly, Customer agrees not to (nor to permit, allow, aid or abet others in any) attempt to duplicate or reverse engineer such technologies, processes or methods for its or their own commercial benefit or the commercial benefit of any third parties whatsoever. Further, Customer acknowledges receipt of NSO's Warnings, Notices, General Care and Use Information (**Notices Document**). Customer agrees to provide to any transferee of possession or ownership of the Equipment a copy of the Notices Document, as well inform said transferee of the contents of this Section 5. Additional copies of the Notices Document and the requirements of this Section 5 can be obtained by contacting NSO.

- Choice of Law, Venue & Related Matters.** These Terms of Sale and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Colorado, without regard to its conflicts of law principles. All actions or proceedings relating to this Agreement shall be exclusively maintained in a court located in El Paso County, State of Colorado, and the parties hereto consent to the exclusive jurisdiction of said court and waive any objection to such venue. The prevailing party in any such action or proceeding shall be entitled to costs, reasonable attorneys' fees and expenses.

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