



DEALERSHIP TERMS AND CONDITIONS

Scope & Application

This Agreement is effective from the date of its acceptance by MusicYoDirect at its place of business located in Nashville, TN. It is agreed that all sales between MusicYoDirect and Buyer are made on the terms, conditions, and warranties contained herein, not withstanding additional or conflicting terms and conditions which may appear in Buyers or MusicYoDirect's purchase order, confirmation, acknowledgment, invoice or other preprinted purchase or sale form which may be exchanged between them hereafter. Neither MusicYoDirect nor Buyer shall be bound by terms and conditions other than those set forth herein unless expressly agreed to in writing. Failure to object to any provision contained in any writing from Buyer to MusicYoDirect or from MusicYoDirect to Buyer shall not be deemed a waiver of the provisions herein in the absence of a written acceptance of terms contained in such communication. Upon the exchange of purchase or sale forms between Buyer and MusicYoDirect, only such additional terms as are mutually and identically set forth in both forms shall be terms deemed expressly agreed to in writing. No other term, condition, or provision contained in such forms shall become part of the contract between Buyer and MusicYoDirect. This agreement shall not be construed to create an obligation on the part of Buyer to purchase or on the part of MusicYoDirect to sell any goods or services.

Prices

Prices are exclusive of taxes, fees, excise, duties, and/or other charges of any nature which are now or may hereafter be imposed by any public authority (national, state, local or other) with respect to the sale of goods by MusicYoDirect to Buyer or this agreement itself. If MusicYoDirect is required to pay such taxes, fees, excise, duties, and/or other charges, the Buyer shall promptly reimburse MusicYoDirect for the amount thereof upon receipt of MusicYoDirect's invoice therefore with the exception of taxes based upon the net income of MusicYoDirect.

Payment Terms

MusicYoDirect requires payment in full at the time of the transaction by credit card. No discounts are authorized. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought against Buyer under the bankruptcy or insolvency laws, MusicYoDirect shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges. Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly. Products held or reserved for the account of Buyer at Buyers request shall be at Buyer's risk and expense.

Title and Delivery

Delivery will be made FOB point of shipment. MusicYoDirect's title passes to Buyer and MusicYoDirect's liability as to delivery ceases upon making delivery of goods purchased hereunder to carrier at shipping point, the carrier acting as Buyer's agent. Shipping dates specified in any purchase order and agreed to by MusicYoDirect's acknowledgment are approximate and delay in delivery shall not relieve Buyer of its obligation to accept and pay for remaining deliveries. In no event shall MusicYoDirect be liable for increase in product costs, loss of profits or good will or any other incidental or consequential damages or penalties for delay in delivery, for failure to give notice of delay, or for non-delivery. Provided, however, that where delay in delivery exceeds thirty (30) days, Buyer shall not be obligated to accept delivery of such delayed shipment.

Limited Warranty

Subject to the limitations of Paragraphs [8] and [9], MusicYoDirect warrants that the products sold hereunder will, at the time of shipment, be free from defects in material and workmanship and will conform to applicable specifications. This warranty shall not apply to any products sold in other than their original, new condition or to any products which MusicYoDirect determines have, by Buyer or otherwise, been subjected to adverse environmental conditions, mishandling, misuse, neglect, or improper testing, repair, alteration or damage.

THE FOREGOING WARRANTY EXTENDS TO BUYER ONLY AND THE USERS OF BUYER'S PRODUCTS. MUSICYODIRECT MAKES NO REPRESENTATION OR WARRANTY EXPRESSED OR IMPLIED, WITH RESPECT TO THE GOODS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

Limitation of Liability

BUYER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING HEREUNDER SHALL BE FOR DAMAGES. MUSICYODIRECT'S

LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES TO BUYER RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING MUSICYODIRECT'S NEGLIGENCE, ALLEGED DAMAGE FOR DEFECTIVE GOODS, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR GOODS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR, AT THE ELECTION OF MUSICYODIRECT, THE REPAIR OR REPLACEMENT OF DEFECTIVE OR DAMAGED GOODS. IN NO EVENT INCLUDING IN THE CASE OF A CLAIM OF NEGLIGENCE, SHALL MUSICYODIRECT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Dispute Resolution

Any collection action initiated by MusicYoDirect shall be venued in Davidson County, Nashville, Tennessee, where the agreement is deemed created and performed. The prevailing party in any such dispute shall be entitled to an award of all fees, costs, and expenses incurred in connection with defending or prosecuting the dispute, including reasonable attorney's fees.

Severability

In the event that any provision contained in this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable the remaining provisions and any partially enforceable provision shall remain binding and enforceable.

Modification

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SALE OF GOODS TO BE DESCRIBED IN PURCHASE ORDERS SUBMITTED BY BUYER TO MUSICYODIRECT AND SUPERSEDES PREVIOUS COMMUNICATIONS, REPRESENTATIONS, OR AGREEMENTS, EITHER ORAL OR WRITTEN WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THE REPRESENTATIONS OR STATEMENTS OF ANY KIND MADE BY ANY REPRESENTATIVE OF EITHER BUYER OR MUSICYODIRECT WHICH ARE NOT STATED HEREIN SHALL BE BINDING ON THAT PARTY NO ADDITION OR MODIFICATION OF ANY PROVISION OF THIS AGREEMENT SHALL BE BINDING UPON EITHER PARTY UNLESS MADE AND AGREED TO IN WRITING. NO COURSE OF DEALING OR USAGE OF TRADE OR COURSE OF PERFORMANCE SHALL BE RELEVANT TO EXPLAIN OR SUPPLEMENT ANY TERM EXPRESSED IN THIS CONTRACT.