

Hi-Tech Terms of Equipment Listing for Sale, Trade, Consignment

At Hi-Tech we would like to make selling your gear as quick and painless as possible. Having been in business for more than 30 years, and a Sony authorized dealer for over 15 years, you can be confident that you are sending your equipment to a lasting reputable business.

Below are a few tips that will help facilitate your equipment sale.

A. Please take care to pack and insure equipment properly. Improperly packaged or under insured equipment can lead to damaged and/or lost merchandise.

B. Unless otherwise stated in our P.O., the method of shipment is the seller's responsibility. Please ensure that the method you choose is appropriate for the weight and volume of merchandise you are shipping. We recommend shipping via two day service as the shipments are handled less often, thus the damage rate is much lower.

C. Depending on volume of equipment you are selling to Hi-Tech we will need a minimum of 48 hours to inspect the equipment's cosmetic and operational condition.

D. Hi-Tech will need a completed W-9 and bill of sale (representing that this equipment is free of all liens and encumbrances, and/or UCCs and further guarantees transfer of good title to equipment) in order to process prompt payment. If Hi-Tech has agreed (on our purchase order) to pay for anything other than equipment (packaging, shipping, etc.), receipts for these services should be provided as well. All equipment will be sold as-is where-is. Hi-Tech will pay consignee by company check on the first Monday following bank clearance of payment and end of inspection period to buyer. Hi-Tech's usual method of payment is company check sent via U.S. Postal Service. If you would like to be paid by some other method, please discuss this with our accounting department.

By filling out this form you are agreeing to offer your merchandise for sale, trade, or consignment to Hi-Tech Enterprises, Inc. and agree to the terms and conditions listed below.

1. All listings will be done in U.S. dollars.
2. Seller represents and warrants Hi-Tech that seller has the power, authority, capacity and right to sell the item(s) that seller has listed on this form.
3. If Hi-Tech does not accept seller's equipment for reasonable cause, Hi-Tech shall return such equipment to seller within 14 days of the original shipment at the seller's expense. Unless otherwise expressly stated by seller, equipment listings will be "AS IS" and without warranty. If seller desires to offer a warranty for a specific period of time, seller should include such warranty in seller's initial listing, and such warranty shall be directly from seller to Hi-Tech.
4. The information about any item listed and any activities on videoequipment.com shall not be false, inaccurate or misleading, be fraudulent or involve the sale of counterfeit or stolen items, infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, or violate any law, statute, ordinance or regulation.

5. Hi-Tech and their respective directors, officers, employees, agents and representatives shall not be liable to any buyer or seller for any indirect, incidental, consequential, special or exemplary damages or lost profits in connection with any equipment sold or listed on this Site. Hi-Tech will not be responsible for claims, liabilities, losses, costs, fees, expenses, obligations and causes of action ("Claims") resulting from defects or alleged defects of any equipment sold on this Site or from the subsequent use of the items, regardless of whether such damage arises out of or relates to any reliance on the materials presented, any loss of use, data or profits, any delay or business interruptions, personal injury or property damage, or any information provided on this Site.

6. Hi-Tech does not sell or rent customers personal information to third parties for marketing purposes. Hi-Tech does use information obtained from customers for their own internal database and marketing material; and offer customers the option of removal from the database. If you have specific concerns regarding the foregoing, please feel free to contact Hi-Tech directly at 727-573-9600.

7. At all times seller agrees to comply with all applicable laws, including, without limitation, any and all applicable laws governing exports and any applicable international laws. To not violate any laws, third party rights, Hi-Tech's policies; and not use this Site if you are not able to form legally binding contracts or are under the age of 18.

8. This Site and the use of this Site shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Florida. Any litigation arising out of or related to this Site shall be instituted and prosecuted only in the appropriate state or federal court situated in Pinellas County, Florida. Each user of this Site hereby submits to the exclusive jurisdiction and venue of such courts for purposes of any such action and the enforcement of any judgment or order arising there from. Each user of this Site hereby waives any right to a change of venue and any and all objections to the jurisdiction of the state and federal courts located in Pinellas County, Florida.

9. If any provisions of this Site are held to be invalid or unenforceable, such provisions shall be modified to the minimum extent necessary to make them or their application valid and enforceable, and the validity and enforceability of all other provisions of this Site and all other applications of such provisions shall not be affected.

10. No waiver by Hi-Tech of any right conferred by this Site or any other provisions of this Site will be deemed a waiver of any other such right or provision or a waiver of that same right or provision at any other time.

11. All provisions of this Site related to indemnification, disclaimers and limitations on liability shall survive the termination or removal of this Site.

I have read and agree to the above terms and conditions and I warrant that I have the full authority to enter into this Agreement on behalf of a corporate or like business entity.