



Terms & Conditions

AS-IS. The Buyer takes the lighting, audio and video (the "Equipment") "as is" from KinxSound BVBA, ("KinxSound" or "Seller"). Buyer acknowledges that it is purchasing Equipment that has been used by other parties and has decided to purchase the Equipment despite its prior use.

DISCLAIMER OF LIABILITY. Buyer acknowledges and understands that the Equipment sold herein may be dangerous if improperly used. Buyer acknowledges that it must contact the original manufacturer to obtain up-to-date installation and operation manuals and other information to insure the safe operation of the Equipment. Seller will not be responsible for any loss or injury resulting from defects or alleged defects in the Equipment or from the subsequent use of the items.

INDEMNIFICATION. To the fullest extent permitted by law, Buyer hereby agrees to defend, indemnify and hold harmless Seller its directors, officers, employees and other agents and representatives from and against any and all liabilities, judgments, claims, settlements, losses, damages, penalties, obligations and expenses, including attorney's fees and expenses and other professional fees and expenses, incurred or suffered by such person arising from, by reason of, or in connection with any loss, damage or injury to person or property arising from, by reason of or in connection with the Equipment sold.

INSPECTION. Buyer has been given the opportunity to inspect the equipment prior to purchase. Buyer will have 48 hours from the time of receipt to notify Seller of any damages to the Equipment, caused by transportation only. If Seller is not notified within the 48 hours, Seller has no further obligation to Buyer for any such damage.

LIMITATION OF DAMAGES. In no event shall either party be liable to the other for any lost profits, indirect, special, incidental, or consequential damages of any kind, whether arising under warranty, contract, negligence, strict liability, indemnification, or any other cause or combination of causes whatsoever. All equipment is purchased by the buyer "as is" and "with all faults", and KinxSound makes no representation or warranty, express, or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or any other matter with respect to the equipment.

PAYMENT TERMS. All payments must be received by KinxSound prior to shipping. All pricing is in EURO. Pricing does not include sales or use taxes, or freight charges. All taxes and freight charges if applicable will be charged in addition to the price for the Equipment, and will be paid for by the Buyer.

SHIPPING. Shipping is not included in the pricing or services.

GOVERNING LAW. The construction, validity and performance of the Agreement and all non-contractual obligations arising from or connected with the Agreement shall be governed by Belgian law and the parties hereby submit irrevocably to the exclusive jurisdiction of the Belgian courts to resolve any dispute between them.

ENTIRE AGREEMENT. By using the KinxSound website, Buyer will accept these "Terms & Conditions". Seller rejects any of Buyer's forms or other documents which contain contrary terms and conditions. Any attempt to modify, supplement or amend these "Terms & Conditions" will be null and void unless agreed to in writing by Seller. The contract, when so approved, shall supersede all previous communications, either oral or written.