

SoundBroker's Buyer Agreement

Thank you for expressing your interest in working with Cash Landy Pro Sales, Inc., D.B.A. SoundBroker.com and/or LightingBroker.com the best place in the world for getting the most for your money when buying new and pre-owned SOUND, LIGHTING, & VIDEO equipment. Serving our industry since 1997, SoundBroker.com buys and sells with most (if not all) of the major sound and lighting companies and has agreements with manufacturers to sell their new, B-Stock and discontinued gear.

If you have any additional questions after reading this, please use the form of contacting us that is easiest for you. We appreciate your cooperation and hope that you spread the word that our services are available to anyone who is looking to either buy or sell professional audio, lighting, video, or any other type of production material needs. Thank you for your support and desire to be part of our network of disciples.

Please note the following important information regarding purchasing from SoundBroker.com:

When purchasing any and all items listed or obtained through the services of SoundBroker.com Buyer agrees to be a member of SoundBroker.com and the following:

- 1) Buyer agrees to respond to SoundBroker.com in a very timely manner.
- 2) All items are subject to prior sale. Orders are not guaranteed until paid for and Buyer receives written confirmation that order is processed. Payment for all items ordered is in advance of shipping. Some Sellers will accept American Express, Visa, MasterCard, Certified Bank Check, PayPal, but for the most part SoundBroker.com accepts money orders, cashier's checks and wire transfers. The approved form of payment will be confirmed at the time of order. All payments are in US dollars. Shipping and handling will be billed as a separate line item on the invoice and is the responsibility of the Buyer when applicable. Please note that there is a \$35 surcharge on all international wire transfers. In the event that Buyer cancels the sale after the order is paid for and before the order is shipped, SoundBroker.com reserves the right to charge Buyer a 10% fee of the total amount of the order.
- 3) Before Buyer's payment is made, SoundBroker.com will issue Buyer an invoice that will contain all of the information regarding Buyer's order, including stated condition of items being purchased and shipping information. If it is correct and Buyer approves, Buyer will authorize it and fax it back to SoundBroker.com in a timely manner.
- 4) All items sold using the services of SoundBroker.com are guaranteed to be as described by Seller. Seller has agreed that unless otherwise stated all equipment listed for sale is in good working and looking condition, is

owned by the Seller, that Seller has the rights to sell the equipment listed for sale, that Seller has immediate access to the listed equipment (unless otherwise stated) and that Seller has the desire to sell the listed equipment.

5) Once sales price, terms and conditions, and shipping fees have been agreed upon by all parties and SoundBroker.com receives payment in full in the agreed upon method, SoundBroker.com agrees to coordinate the shipment of your merchandise with adequate insurance within two working days or as soon as possible. (Example: Order agreed to on Monday. Agreed form of payment arrives to Seller on Wednesday. Order ships Friday).

6) Seller grants buyer a maximum of a 2-day right to inspection to determine that the equipment purchased is in Seller warranted condition. Buyer must contact SoundBroker.com within the above mentioned 2-day period to either accept the order or describe the problem in writing. If in the event Buyer is not satisfied with the purchase due to Seller's misrepresentation of the condition of the purchased equipment, Seller will either repair or pay for the repair or replace the equipment purchased at Seller's expense in a timely manner or have the right to refund Buyer's entire payment including shipping costs. If in the event the equipment purchased is not the specified manufacturer or model as stated in the invoice, Buyer has the right to return the equipment for a full refund as stated above. Buyer will contact SoundBroker.com immediately if it appears that the order is damaged. Buyer is instructed not to accept any item that is in a damaged or destroyed shipping container. If Buyer notices any damage but decides to accept the order, Buyer must note in writing all exceptions to the delivery agent on delivery receipt detailing any and all exceptions and will point out the exception to the delivery agent. If possible, Buyer should take pictures of the damage, before opening the order. All copies and photos must be forwarded to SoundBroker.com in an extremely timely manner.

7) Liability lies with and is the responsibility of the Seller and the Freight Company for any and all damages. Buyer agrees that in the event of damage, Buyer will notify SoundBroker.com immediately if possible or within 2 working days at the very latest (not including Saturday, Sunday or Government holidays) after receipt of item by Buyer. Neither SoundBroker.com nor Seller will be responsible for any losses to Buyer from non-performance of purchased equipment. Liability (if any) is exclusive and limited to and shall never exceed more than the purchase price and shipping costs only.

8) SoundBroker.com is not responsible for any claims made against the Seller regarding equipment sold. Both Buyer and Seller shall indemnify and hold SoundBroker.com and their employees harmless from any claims, loss, demands, litigation or judgments concerning the condition of the equipment or the misinformation or concealment of any material fact

concerning the equipment supplied to SoundBroker.com by Seller. In the event of a direct sale between SoundBroker.com and the Buyer, Buyer shall indemnify and hold SoundBroker.com and their employees harmless from any claims, loss, demands, litigation or judgments concerning the condition of the equipment or the misinformation or concealment of any material fact concerning the equipment supplied to SoundBroker.com from Seller to SoundBroker.com.

9) Unless otherwise agreed upon by both Buyer, Seller and SoundBroker.com, SoundBroker.com is not and shall not be deemed in any way, to be Buyer's or Seller's agent, and Buyer or Seller shall not be bound by or liable for any misrepresentations concerning the sale of equipment made by SoundBroker.com.

10) Should any litigation be commenced between Buyer and/or Seller and/or SoundBroker.com concerning this agreement, the sale of the equipment, or the rights and duties of either party under this Agreement, then the party prevailing in such litigation shall be entitled in addition to such relief as may be granted, to a reasonable sum as and for their attorney fees in such litigation which may be determined by the court in such litigation or in a separate action brought for that purpose.

11) This agreement contains the entire Agreement between Buyer and SoundBroker.com concerning the sale of the items listed and purchased using the services of SoundBroker.com and correctly sets forth each party's rights and duties to each other concerning this matter. Any agreement or representation concerning the subject matter of this Agreement or the duties of either party in relationship hereto not set forth in this instrument is null and void.

Our goal is to bring as many Buyers and Sellers together as possible while maintaining integrity of the equipment condition and client loyalty.

We are excited about working with you and having the ability to prove to you the benefits you will enjoy from our services.

All my best,

Jan Landy, CEO
Cash Landy Pro Sales, Inc.
Bringing Buyers & Sellers Together For Decades
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