

# Terms of Service

for World of Sound & Vision

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## Preface

This document is a Terms of Service agreement that outlines the rules and regulations by which World of Sound & Vision, Inc. conducts its business. It is intended to be easy to read, while providing a solid, legally clear foundation on which disputes can be settled between World of Sound & Vision, Inc. and its clientele outside of court. This document is numbered and divided into sections for ease of reading and is assumed to be internally consistent. All words and terminology in this document are to be read as from a common-use English standpoint and should not be interpreted through a legal dictionary of any kind unless stated otherwise.

## 1. General Definitions and Opening Provisions

### 1.1. Opening Provisions

- 1.1.1. The definitions declared in this section are to be considered valid for the scope of this document as it is presented.

## 1.2. General Definitions

- 1.2.1. "WOSV" refers to World of Sound & Vision, Inc.
- 1.2.2. "WOSV employee" refers to any working person who is gainfully employed by World of Sound & Vision, Inc. This term does not include 1099 contractors or any other personnel regardless of apparent association with World of Sound & Vision, Inc.
- 1.2.3. "Client" refers to any person who has contracted with WOSV on a written or verbal basis to receive services in return for payment.
- 1.2.4. "Appointment" refers to any event taking place where one or more WOSV employees or persons working on behalf of WOSV attend a location at the behest of a client.
- 1.2.5. All plurals are also singular and all singulars are also plural.
- 1.2.6. Any one gender also refers to any other gender.
- 1.2.7. "Worker" refers to both WOSV employees as well as 1099 contractors.
- 1.2.8. "Technician" means worker.
- 1.2.9. "Section" or "§" means a numbered line in this document.
- 1.2.10. "Price" means the amount the client spends on equipment or labor, usually the MSRP (Manufacturer's Suggested Retail Price) or MAP (Minimum Advertised Price).
- 1.2.11. "Cost" means the amount WOSV spends on wholesale for equipment and labor.

## 2. Contracts and Ordering

### 2.1. Definitions for This Section

- 2.1.1. "Time & Materials" refers to any job which is billed based solely on the amount of time a technician spends on-site and the price of the materials they use to complete the job.

### 2.2. Contracts

- 2.2.1. Any job that is designated Time & Materials requires a Service Order or contract be signed by the client before any technician begins engaging in billable labor. Signing this form is legal acknowledgement by the client

that they have read and approve of the scope of work detailed on the contract. By signing the document the client agrees to remit payment for the invoice that follows so long as that invoice conforms to the rules as described in § 3.3 of this document.

- 2.2.2. For any job that is not designated Time & Materials, a contract will be provided that must be signed in full by the client and a WOSV officer or appointed representative before any product is to be ordered and before any work is to be done by any WOSV employee or affiliated outside contractor.
- 2.2.3. After a full contract is signed, a deposit of 10% or \$1,000, whichever is less, for contract signing becomes due. At this point, system design and planning will commence. The Equipment Ordering deposit or Pre-Wire Ordering deposit, as defined in the contract, must be remitted before equipment can be ordered and further services rendered to the client. The deposits will be due no less than 3 weeks in advance to allow time to procure equipment and materials necessary for the project. Backorder or special order items may take additional time to procure.
- 2.2.4. Further payments will be required prior to additional work in accordance with the Payment Schedule as defined in the contract.
- 2.2.5. All jobs worth a grand total of less than \$10,000 when presented on a contract will, for all purposes, be considered Time & Materials jobs.
- 2.2.6. All Change Orders are considered Time & Materials for purposes of invoicing. In lieu of a Change Order, a new contract can be written and the old one absolved. Any payments made on the old contract may be moved to the new contract.
- 2.2.7. If the job is of a retrofit/remodel nature on an existing structure, and the scope of work exceeds time estimated to complete because of unforeseen circumstances, \$125 per man, per hour for all extra labor involved in completing the job will be added to the resulting invoice.
- 2.2.8. WOSV reserves the right to replace proposed equipment models in the case of obsolescence, discontinuation, or unavailability through regular distribution channels with a comparable model. WOSV will not be held responsible or liable in any way for any said product's obsolescence, discontinuation, or unavailability.
- 2.2.9. Unsigned contracts are valid for 30 days from their creation. If a contract is left unsigned for more than 30 days, it must be revised before it can be signed, at which point it will then become valid for another 30 days.

- 2.2.10. With respect to schedule completion of the tasks in the Payment Schedule on the contract, time is of the essence. If WOSV is delayed at any time in the progress of the work by owner change orders, fire, labor disputes, acts of God or other causes beyond WOSV's control, the completion schedule for the work or affected parts of the work shall be extended.
- 2.2.11. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included in a contract unless specifically documented in the proposal. WOSV is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

### 2.3. Equipment-Only Orders

- 2.3.1. If equipment is being purchased outside of a contract or other agreement, it is subject to a requirement for a 50% deposit prior to submission of a purchase order.

## 3. Invoicing and Fees

### 3.1. Definitions for This Section

- 3.1.1. "Late payment" refers to any payment received after the due date printed on the invoice which it is intended to be a credit toward.
- 3.1.2. "Past due" refers to any invoice for which payment has not been received before midnight on the night of the due date printed on the invoice.
- 3.1.3. "Overdue" means past due.
- 3.1.4. "Miscellaneous parts" refers to the small bits and bobs required to complete the job properly. These include, but are not limited to, wall plates; connectors; drill bits; saw blades; etc.
- 3.1.5. "Service token" refers to a fictional token that can be used to pay for hours of labor. One token is worth one hour of regular labor at the current going rate. Service tokens have no cash value, and can not be redeemed for cash, credit, or products.
- 3.1.6. "Remote support time" means time spent supporting a system remotely, either over the phone or through the internet. This includes time spent speaking to the client as well as time spent diagnosing and remedying issues in the system.

## 3.2. Late Payment

- 3.2.1. A finance charge will be assessed to any invoice which is past due of 2% of the amount of the invoice excluding taxes, or \$25, whichever is greater. An additional finance charge will be assessed every standard month (30 days) thereafter. All finance charges will be added to the sum total on which future charges are based.
- 3.2.2. An exception can be made, and a finance charge rescinded, if a reasonable explanation for delinquency is provided and approved by WOSV and the invoice in question paid within 5 business days by credit card or check by mail.
- 3.2.3. Once an account is past due, it is considered officially delinquent and will not be serviced except in order to procure a payment. In addition, any product and labor warranties offered by WOSV will be nullified once the account is past due.
- 3.2.4. [intentionally left blank]
- 3.2.5. If no payment, or insufficient payment, is remitted before the 90th day after the print date printed on the invoice, WOSV may forward the account to a third party collection agency.
- 3.2.6. Once an account has become delinquent, the account becomes due in full regardless of any standing payment contracts such as those that accompany a proposal.

## 3.3. Fee Schedule

- 3.3.1. For any service provided in which a vehicle must be mobilized, no fewer than two hours billable time shall be listed on the resulting invoice.
- 3.3.2. All time spent at that location will be invoiced to the client at a rate of \$125 per hour per worker on site. This rate will be calculated by the quarter hour and fractions thereof will be rounded up to the nearest quarter hour. All rounding will occur after total work hours for an invoice are tallied.
- 3.3.3. Hours worked by project managers will be invoiced at a special rate of \$150 per hour.
- 3.3.4. Hours spent on on-site or off-site programming will be invoiced at a special rate of \$150 per hour.

- 3.3.5. Any work done after 5:00 pm or before 7:00 am on weekdays, or anytime on weekends, will be invoiced at a rate of \$190 per hour per worker on site. WOSV retains the right to waive this fee for any reason.
  - 3.3.5.1. Emergency service calls required after 5:00 pm or on weekends will have a 4 hour minimum at the rate of \$190 per hour per worker on site.
- 3.3.6. A miscellaneous parts fee based on the total equipment price prior to taxation, as assessed at completion of work, will be added to the invoice total. This fee will be included on contracts and becomes a fixed amount in such a case.
- 3.3.7. On-site consultations are billed starting at \$150 and include a broad project cost estimate.
- 3.3.8. All drawings and documentation are contingent on retainer. Since preparing a proposal requires system design and engineering by a professional Systems Integrator, only one version of the proposal will be prepared without a retainer. WOSV reserves the right to charge a retainer for initial proposals or design work should WOSV deem the project to be of sufficient size. If a second version is required or if the project is for design and documentation only, a minimum \$400 Design Retainer will be collected. This Design Retainer will cover up to three additional designs and proposals or redrafts, as well as one block-diagram drawing of the system. For a \$1,000 Design Retainer, client will receive up to three versions, one block diagram drawing, plus one basic cabinet audio placement and specification drawing. Any additional redraft or proposal will incur a \$150 fee. The retainer covers design and engineering time and is non-refundable. WOSV reserves all rights and ownership to documentation and design work until completion of the associated contract or until a Design Retainer is remitted, at which point ownership transfers to the client.
- 3.3.9. The combined prices of proposals and consultations (not including drawing or documentation redrafts) will be added as a credit toward the price of the job should the proposal be accepted and a contract signed within 90 days of the initial consult, unless otherwise agreed upon by the client and WOSV.
- 3.3.10. Payments will be received by cash, check, and major credit cards. Any payment above \$5,000 on a credit card will be surcharged 3% for the transaction in order to cover processing fees.
  - 3.3.10.1. WOSV reserves the right to refuse payment via credit card for any reason.

- 3.3.11. All programming files are sole property of WOSV. WOSV retains all rights and ownership to programming files even after completion of a contracted job.
- 3.3.12. All fees in this schedule may be amended by a WOSV officer or appointed representative in order to cover mistakes or damages incurred during the execution of a job.

## 3.4. Service Plans

- 3.4.1. WOSV Service Plans consist of six tiers, named: Copper, Bronze, Silver, Gold, Platinum, and Diamond; the details of which are outlined below.
- 3.4.2. Any reference to service tokens, discounts, and remote support time are absolute and preclude any amounts that could be presumed to be included from a lower tier
- 3.4.3. Unused Service Tokens expire one calendar year and 30 days from their purchase
- 3.4.4. Guaranteed response times do not preclude delinquency due to Acts of God, unexpected illness, or occurrences that physically prevent technicians from reaching the household
- 3.4.5. Copper Plan
  - 3.4.5.1. This plan is off-site only. It never includes on-site visits
  - 3.4.5.2. Guaranteed phone or email response within one business day
  - 3.4.5.3. Proactive system monitoring through installed services on supported devices, including but not limited to: OvrC, BakPak, BlueBolt, etc.
  - 3.4.5.4. VPN login for remote troubleshooting either proactively or for reported issues, if equipment that supports this was installed
  - 3.4.5.5. Configuration backups, updates, and requested modifications to supported equipment
  - 3.4.5.6. Firmware updates except for in sensitive situations where devices are known to lock up when updated through a VPN
  - 3.4.5.7. Remote assistance for networking issues and phone access to a knowledgeable IT technician
  - 3.4.5.8. 6 hours of remote support time

#### 3.4.6. Bronze Plan

- 3.4.6.1. Includes everything in §3.4.5, with the additions and amendments detailed in this section
- 3.4.6.2. Guaranteed on-site response within one business week
- 3.4.6.3. 4 Service Tokens
- 3.4.6.4. Battery testing & replacement for WOSV installed equipment
- 3.4.6.5. Performance checkups including:
  - On-site speed testing
  - AV equipment testing
  - Minor programming updates
  - Equipment dusting
  - Retrimming, if necessary

#### 3.4.7. Silver Plan

- 3.4.7.1. Includes everything in §3.4.6, with the additions and amendments detailed in this section
- 3.4.7.2. Guaranteed on-site response within 4 (four) business days
- 3.4.7.3. 8 Service Tokens
- 3.4.7.4. Product upgrade discount: 5%
- 3.4.7.5. Labor discount: 5%
- 3.4.7.6. Free administration and ground shipping for RMA products
- 3.4.7.7. 8 hours of remote support time

#### 3.4.8. Gold Plan

- 3.4.8.1. Includes everything in §3.4.7, with the additions and amendments detailed in this section
- 3.4.8.2. Guaranteed on-site response within 4 (four) business days
- 3.4.8.3. 12 Service Tokens
- 3.4.8.4. Product upgrade discount: 10%
- 3.4.8.5. Labor discount: 10%
- 3.4.8.6. Loaner products will be provided if in stock and installed by WOSV
- 3.4.8.7. 10 hours of remote support time

#### 3.4.9. Platinum Plan

- 3.4.9.1. Includes everything in §3.4.8, with the additions and amendments detailed in this section
- 3.4.9.2. Guaranteed on-site response within 24 business hours
- 3.4.9.3. 20 Service Tokens
- 3.4.9.4. 1-hour minimum service call instead of 2-hour
- 3.4.9.5. Product upgrade discount: 10%
- 3.4.9.6. Labor discount: 15%
- 3.4.9.7. Free expedited shipping on RMA products
- 3.4.9.8. 15 hours of remote support time

#### 3.4.10. Diamond Plan

- 3.4.10.1. Includes everything in §3.4.9, with the additions and amendments detailed in this section
- 3.4.10.2. Guaranteed on-site response within 6 hours, 24/7/365
- 3.4.10.3. 36 Service Tokens
- 3.4.10.4. Free concierge service for setting up parties (requires advance notice)
- 3.4.10.5. Product upgrade discount: 20%
- 3.4.10.6. Labor discount: 20%
- 3.4.10.7. 25 hours of remote support time

#### 3.4.11. A surcharge will be added to any plan Bronze and above for clients further than 30 miles as driven from WOSV Headquarters in Alamo. The equation to determine the surcharge is as follows:

- 3.4.11.1.  $1.5mc = s$ , where **m** is the number of miles over 30; **c** is the number of Service Tokens that come with the plan; and **s** is the resulting surcharge.
- 3.4.11.2. Any location across a bridge requires an additional \$32 per token surcharge

## 4. Refunds, Credits and Warranties

### 4.1. Contracts

- 4.1.1. The price of unused product, less restocking fees, may be applied as a credit toward labor as accrued through § 2.2.7 or toward other required products, engineering, and/or project management that are additional to the contract. Finding none of these required, a credit will be applied to the next invoice on any given client account. These credits are non-transferrable.
- 4.1.2. Instead of a credit, a refund for unused product or service hours can be requested and will be tendered at 75% of the original price. This refund can be issued via check or credit card.

### 4.2. Service Orders

- 4.2.1. Product used in a service order may be returned within 15 days of installation for an account credit less a 15% restocking fee, excluding items deemed as “special order” by WOSV. WOSV will provide a list of “special order” items upon client request. No refunds will be issued for product or service hours on a service order.
- 4.2.2. If product is listed on a service order, but is not installed, and remains unopened, sealed, and in like-new condition, the client is entitled to a 75% credit of the original price of the product on the accompanying invoice unless the product is deemed “special order”. WOSV maintains the right to offer a 100% credit in the case that the product listed was of a kind regularly stocked by WOSV.

### 4.3. Equipment-Only Purchases

- 4.3.1. Purchases made of product not as part of a service order or contract are Equipment-Only Purchases.
- 4.3.2. These purchases are not returnable or refundable if they are items that are not regularly stocked by WOSV.

### 4.4. Warranties

- 4.4.1. All services provided by WOSV come with a 90-day satisfaction guarantee. If a service call is required within those 90 days and the problem to be fixed is found to result from product provided, or services rendered, by WOSV, then a 100% reduction on the accompanying invoice

will be submitted. If, however, the problem to be fixed is found to result from any source not controlled by WOSV (including, but not limited to: other workers not contracted with WOSV, user error, pre-existing product dysfunction, etc.) then an invoice will be submitted to be paid in full in accordance with § 3.3 of this document.

- 4.4.2. All product sold by WOSV is covered by any warranties determined by the manufacturer. WOSV is not responsible for these warranties. WOSV will act to fulfil these warranties on behalf of the client within the 90-day period mentioned above without invoice. Outside of this period, WOSV will act on these warranties on behalf of the client as a service order following the rules outlined in § 3.3 of this document plus a nominal administrative fee of \$100 as well as any required shipping fees.