



KA Mimms Photographix

Terms of Sale

Terms and Conditions

Acceptance of any order or contract by KA Mimms Photographix, carries with it purchaser's assent to the Terms and Conditions of Sale below even though no reference may be made thereto at time of acceptance. Unless otherwise modified in writing, the terms and conditions below apply and supersede any and all prior representations, discussions, correspondence or agreements between the parties. KA Mimms Photographix reserves the right to amend these terms from time to time as required by regulatory direction and business practices. Effective Date: November 20, 2009 supersedes all other versions.

Copying/Duplication

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Forms of Payment/Delivery

In the event this sale involves a credit card you agree to pay according to your agreement with the card issuer and your signature constitutes acceptance of the product. Bank Draft Payments: when product is purchased with a bank draft and the item does not clear purchaser's account; the purchaser agrees to pay the State allowed **MAXIMUM PENALTY**, plus all costs and costs of collection. Purchaser also authorizes conversion of any bank draft payment to electronic check; and in the event a draft is not paid upon initial presentation, electronic debit in the amount of the **TOTAL** original purchase amount, the **MAXIMUM PENALTY** allowed by State law, and all other associated fees and costs. For more information regarding this policy check our web page: www.kamphotographix.com/payments.html. **Delivery** - In the event an item is shipped and you contest delivery/receipt, you agree that any communication that delivery has been received is proof of delivery and a copy will be provided to all parties as such. When product is held for processing or other additional preparation, the face of the Sales Order will show an approximate date and that form and the shipping receipt shall serve as proof of delivery. **All products are shipped FOB Shipping Point.** Purchaser agrees to file ALL claims after shipment with the carrier. In the event other proof of product delivery is required Purchaser agrees to pay all costs associated with verifiable delivery of product. Additionally, in the event product ordered and shipped via non-verifiable carriage KA Mimms Photographix will replace said product at their own expense and the Purchaser agrees to pay the cost of carriage/shipping.

Returns/Liability

All sales are final. No refunds. However, in the event of damaged product KA Mimms Photographix, at its sole discretion will repair or replace the product. In no event shall KA Mimms Photographix be liable for any loss of use, revenue or profit, direct or indirect damages arising from, or connected with any event after sale of the product. Our liabilities are limited to product repair and/or replacement only. **Special Rule for Studio Bookings:** please see studio session policy. Typically we do not refund studio/location bookings with less than one week notice or if we have reserved other space. This policy is adjusted with each studio/location session and is based on the unique needs of the shoot. Your studio/location contract may contain additional provisions governing any refund policy in effect for your session. **Special Rule for Location Bookings:** When shoot includes a location shoot and a fee is paid or advance preparations made for the session no refunds are given. Any deposit collected is deemed earned by the process of gaining approval for use/preparing the site for use during the session.

Equipment

KA Mimms Photographix will supply all necessary photographic equipment for the session; said equipment may be the property of KA Mimms Photographix or others. If in the course of a session the equipment is damaged in use, responsibility for repair or replacement remains with KA Mimms Photographix. However, in the event the purchaser, subject, model, or other person affiliated with, or whose presence is directed by the purchaser, intentionally or unintentionally, damages any equipment -- regardless of ownership -- the purchaser agrees to pay for repair/replacement of said equipment and all related charges.

Jurisdiction/Severability

If any provision of these terms and conditions is held by a court, government agency or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not invalidate, void or render unenforceable any other portion of these terms and conditions but rather these terms and conditions shall be construed as if it did not contain the particular invalid, illegal or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly. Purchaser agrees that Johnson County, Kansas is the sole jurisdiction for this and all other transactions and any legal action will be brought there.

"Capturing Life's wild adventure, and wonderful still moments image by image..."

913-220-2010 • www.kamphotographix.com

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