



Vanderbilt Industries
ACT365 Terms and Conditions

TERMS

Scheduled Payments

Subscription billing will begin the 1st week of the month following installation* and will recur each month thereafter.

Payment will be collected immediately upon subscription activation. Accepted currency is USD.

*device connection to ACT365 software

Invoices

A copy of your monthly invoice will be emailed to the billing contact on file from 'Vanderbilt Cloud Services' following process of payment each term.

Payment Methods

Vanderbilt payment processing is managed via PayPal Merchant Services and supports a large number of credit cards, including Visa, MasterCard, American Express, Discover, JCB and Diner's Club. Check cards or debit cards with either a Visa or MasterCard logo are supported and treated just like a credit card.

Card types that are currently not compatible are:

- Procurement and private label credit cards (such as a department store credit card).
- Debit cards requiring a numeric password and pin-pad for entry.

Payment method reminders will be emailed to the billing contact on file in the event that a credit card has expired or is no longer valid.

Account Management

The Self-Serve Portal allows you to add/update payment methods, billing details and download previous invoices.

Cancellation

Accounts overdue for 2 renewal periods are at risk of cancellation and service may be discontinued.

Should you wish to cancel service, please email a written request to vanderbiltcloudservices-us@vanderbiltindustries.com.

Reactivation

Reactivation fees and updated terms will apply to subscriptions canceled within the previous 12 months.

Privacy / GDPR / CCPA

Vanderbilt does not sell personal information.

ACT365 Customer Database: Personal cardholder data can be purged from the ACT365 database either on demand or on a scheduled basis by the account administrator.

Vanderbilt US Cloud Services subscription account permissions: Consent management can be accessed by the billing administrator through the Self-Serve Portal. Subscription data can be deleted by request upon cancellation of service. Email vanderbiltcloudservices-us@vanderbiltindustries.com.

ACT365 [Terms of Service](#) and [Privacy Policy](#) can also be found on our website.

WARRANTY

VANDERBILT INDUSTRIES MANUFACTURED EQUIPMENT

Vanderbilt Industries warrants to the Dealer/Distributor who purchases Vanderbilt ACT365 manufactured equipment, when installed and used according to all specifications published periodically by Vanderbilt Industries, will be merchantable, fit for its ordinary use, and free from defects for a period of 3 years *from ship date* by Vanderbilt Industries to the Dealer/Distributor. This warranty will not apply if the equipment delivered by Vanderbilt Industries is misused, vandalized, not used for its intended purpose, not installed as per Vanderbilt specifications, neglected or damaged.

NON-VANDERBILT MANUFACTURED EQUIPMENT

For equipment provided by Vanderbilt Industries, but not manufactured by Vanderbilt Industries, the terms and conditions of the original manufacturer's warranty will be extended to the Dealer/Distributor.

NOTE: No material may be returned to the Vanderbilt factory unless prior approval is obtained and an RMA Number is issued to the Reseller.

VANDERBILT INDUSTRIES DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSED HEREIN, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS AND ANY AND ALL WARRANTIES RELATING TO SOFTWARE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. BY WAY OF ILLUSTRATION AND NOT LIMITATION, VANDERBILT INDUSTRIES DOES NOT WARRANT ANY PRODUCT NOT MANUFACTURED BY VANDERBILT INDUSTRIES.

WITHOUT LIMITING ANY OF THIS WARRANTY, VANDERBILT INDUSTRIES SHALL NOT BE LIABLE TO THE DEALER/DISTRIBUTOR, PURCHASER OR ANY OTHERS FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OR LOST PROFITS ARISING FROM OR RELATED TO ANY DEFECT IN OR FAILURE OF ANY VANDERBILT INDUSTRIES' COMPONENT, FAILURE TO PROMPTLY SHIP OR DELIVER THE EQUIPMENT, OR FOR ANY CLAIM, LOSS DAMAGE, LIABILITY, COST OR EXPENSE ARISING FROM OR IN CONNECTION WITH OR RELATING TO ANY OF THE FOREGOING. VANDERBILT INDUSTRIES' LIABILITY FOR BREACH OR DEFAULT UNDER ANY OF THIS WARRANTY SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE TO VANDERBILT INDUSTRIES FOR THE EQUIPMENT INVOLVED.

WITHOUT LIMITING ANY OF THE FOREGOING, BEFORE RETURNING ANY EQUIPMENT TO VANDERBILT INDUSTRIES FOR REPAIR OR WARRANTY SERVICE, THE DEALER/DISTRIBUTOR MUST FIRST OBTAIN A "REPAIR AUTHORIZATION NUMBER" AND MUST INCLUDE A WRITTEN MEMORANDUM CONTAINING THIS NUMBER WITH THE SUBMITTED EQUIPMENT.

RMA POLICY

To request an RMA

1. Contact Vanderbilt Industries at **855-316-3900**
 - a) Press 1 for Technical Support
2. Provide the technician with the following information
 - a) **Serial Number or original Purchase Order Number**
 - b) Your name
 - c) Company name
 - d) Email address and phone number
 - e) Brief explanation of issue
3. You will receive an email with an RMA Number along with return instructions. Retain this number to follow-up on the status of your request.

NOTES:

- Credentials are not eligible for return/credit unless they are determined to be defective by Vanderbilt
- Software service and/or software licenses are not refundable
- Panel enclosures should not be returned with repair items; please send board only

Advanced Replacements

- Advanced replacements require a Purchase Order
- Item must be received within 30 days
- Replacements will be issued for items determined to have manufacturer defect only
- PO will be processed if equipment is found to be non-factory defective or out of warranty
- For advanced replacements on panels, Vanderbilt will ship boards without enclosures

Freight Charges

- Customer is responsible for freight on items sent to factory
- Customer will not be charged for freight on items shipped from factory as long as item is covered under warranty
- Customer is responsible for freight charges on advanced replacements

Credit

- Credit is issued only if equipment is returned within 30 days of ship date from Vanderbilt Industries to Dealer/Distributor. There is a 35% restocking fee for non-defective product. Product must be in original condition and in the original packaging with a copy of the Purchase Order and/or Invoice. Product returned for credit due to a factory defect will be replaced with new product.