

# TERMS AND CONDITIONS OF SALE FOR SHIPMENTS WITHIN THE CONTINENTAL UNITED STATES

Effective January 1, 2016

## TERMS - STANDARD PRODUCT

To all customers for whom a-light has established credit, payment is due within 30 days from the date of invoice, except in the case of customs and modifications. Any deviation from the standard terms is subject to management approval. In all other instances, payment must be made by cashiers check or money order in advance of the order being produced. Visa/MC is accepted with an additional 5% processing fee. **New customers submitting credit applications will be subject to 100% CIA on the first order.** Any credit given will apply to orders thereafter.

## TERMS - CUSTOMS AND MODIFICATIONS

Pricing for customs and modifications are based on a per order basis. Terms for custom product are 50% at order placement including a hold for release purchase order pending final engineering and approval of submittals & 50% prior to delivery. Modifications require a 50% at order placement, 50% at standard terms. Terms for custom product apply to both new and continuous customers regardless of credit history.

## PAST DUE PAYMENTS

A finance charge of 1-1/2% per month will be assessed on past due invoices. Any account submitted for collection is subject to reasonable agency costs and/or attorney fees. In the event a suit is brought to enforce collection, the jurisdiction and venue of the action shall be exclusively in the San Diego Judicial District.

## SALES TAX

State sales tax regulations may apply. Please call customer service for details.

## RETURNED CHECK

A \$25 check charge will be assessed for any check returned by the bank.

## MINIMUM ORDER CHARGE

Minimum order amount = \$150.00. All purchase orders less than that amount will be charged \$150.00 net.

## PRICING

Prices are subject to change without notice. a-light will ship merchandise at prices prevailing at the time of shipment. Due to the current economic conditions, fluctuations in material costs may require surcharges from time to time. Prices are exclusive of sales tax, use, excise or similar taxes unless otherwise noted in writing. Prices do not include lamps unless quoted in writing. Prices do not include freight unless quoted in writing.

## FREIGHT TERMS

**F.O.B. Oceanside, "customer is responsible for all risks and delivery costs", on all orders less than \$5000. a-light pays standard ground freight on any fully released order totaling \$5000 or more, shipping to any single location within the contiguous United States (excluding Alaska and Hawaii). Under this policy, partial shipments are not allowed; if a partial is requested and approved by the customer, a-light will pay for freight on the first shipment only, customer to pay freight on all subsequent shipments. Customer pays freight on all international shipments regardless of order amount.**

Customer pays all fees for special shipping requirements to include lift gate, pallet jack, 24hr notice, inside delivery, re-consignment fee (rerouting of shipment to a different address), and any other special handling arrangements.

a-light, in good faith, will endeavor to ship by the estimated shipping date, however if the order is delayed for any reason, a-light shall not be responsible for freight expediting fees or air freight fees if freight expediting is required by the customer; all additional expediting charges derived therefrom are the responsibility of the customer.

## MERCHANDISE CLAIMS AND TERMS

When customer pays freight, shipment is F.O.B. Oceanside. Truck title passes to customer at origin. Claims for loss or damage in transit are to be made by the customer directly to the carrier within 30 days.

When factory pays freight, shipment is F.O.B. Destination. Truck title passes to customer at destination point. **Claims for loss or damage in transit are to be made to the factory within 10 days so that the factory can pursue claims with the carrier.**

## ESTIMATED SHIPPING DATES

The shipping date indicated on the order acknowledgment, by sales support, or any employee of a-light, if any, is the best approximation of the probable ship date and shall not be deemed to represent a fixed or guaranteed shipment date.

Shipping dates are approximate, and are based on conditions existing at the time of a-light's receipt of the customer's firm order and full information. a-light, in good faith, will endeavor to ship by the estimated shipping date, but shall not be responsible for any delay or damage arising therefrom.

## CANCELLATION CHARGE

Canceled orders on standard product are subject up to a 100% cancellation fee. If an order is canceled after shipment or if delivery is refused by destination, all warehousing, delivery and return costs shall be assessed, in addition to cancellation fees. **Custom designed and LED manufactured product may not be canceled after order has been released for any reason. Any orders that are canceled after engineering drawings have been completed will be billed a \$500.00 drawing charge.**

## RETURN MERCHANDISE TERMS

The customer may return merchandise with prior written authorization, in the form of a Return Goods Agreement (RGA). The issuance of the RGA is at the sole discretion of a-light, and must be requested within 15 days of the original shipment date. Except with respect to damaged goods (see Merchandise Claims & Terms), all returned goods must be in their factory sealed cartons. All returns shall be assessed for damage prior to issuing credit. All returns will be subject to a 50% handling and factory inspection charge, and a deduction will be made for the freight expense of the original shipment with the exception of products considered by a-light to be defective in workmanship or materials. If any component of a returned product is missing or damaged, credit will not be allowed. Customer will be notified and has 15 days to pick up the unaccepted material or it will be discarded. **Custom designed and LED manufactured product may not be returned for any reason.**

## SPECIFICATIONS

a-light, in no way, express or implied, accepts responsibility for voltage determination. a-light shall not be responsible for quotations of prices or specifications concerning non-catalogued items, unless a-light confirms this to the customer in writing. Cataloged items are those listed in the most current a-light Catalog and Website. Unless specifically agreed to in writing, a-light does not warrant compliance of our products with any individual project specification.

## CHANGES IN PRODUCT DESIGN

a-light reserves the rights to change, discontinue, or modify the design and construction of any of its products, and to substitute material of equal or superior quality to that originally specified.

## SUBMITTAL DRAWINGS

Submittal Drawings are provided on an as requested basis. Submittal drawings for non-standard product will require architectural details, not limited to, ceiling, wall, AFF, plan section and elevation drawings, to be submitted to a-light prior to the start of the submittal drawing process. Once submittal drawings are requested, a period of two to four weeks is to be allowed for completion of the drawings. Once the drawings are completed, the factory will not plan production until they are returned as approved by the customer and purchase order is fully released. Once submittal drawings are issued to the customer for approval, a 50% cancellation charge will apply, except in the case of a custom order, which is non-cancelable upon issuance of submittal drawings to the customer. (See also Terms for Customs and Modifications and Cancellation Charge above.)

## GUARANTEE

With the exception of ballasts, lamps, emergency packs and sensors, AmerillumBrands warrants all equipment to be free from defects in manufacturing, under normal use and proper storage for a period of one (1) year. AmerillumBrands does not warranty ballasts, lamps, emergency packs, sensors or other items manufactured outside our factory. These manufacturers have their own warranty; customer must contact the ballast, lamp, emergency pack or sensor manufacturer directly for credit and/or replacements on failures. LED products (LED boards LED drivers) will be covered for a period of five (5) years.

For product that AmerillumBrands has determined defective or not shipped as ordered, customer must receive an authorization for return or repair (RGA). AmerillumBrands liability extends to the repair and replacement of the defective part(s) only. The defective product must be shipped back to the factory where the defect will be corrected. AmerillumBrands reserves the right to correct the issue as the company sees fit.

Any field alterations to or unintended use of any product provided by AmerillumBrands shall void all factory warranties.

## BACK CHARGES

**Back charges will not be accepted. Any field repair/rework without factory approval will not be accepted. All field repair/rework must be approved in writing.**

## GOVERNING LAW

In the event a suit is brought upon AmerillumBrands or any of its divisions, the jurisdiction and venue of the action shall be exclusively in the San Diego Judicial Court.