

**HEVI LITE, INC.  
CONFIDENTIAL  
2019**

**TERMS AND CONDITIONS OF SALE - (STATED IN U.S. DOLLARS)**

**ACCEPTANCE OF ORDERS** – The terms and conditions stated as follows shall constitute the entire sales agreement between the parties and any contrary or additional terms and conditions submitted by the buyer shall be null and void unless specifically acknowledged in writing by HEVI LITE at the time of order acceptance. HEVI LITE reserves the right to select its customers and to reject any order.

**PRICES** – All prices, as well as finishes, product listings, and manufacturing details, are subject to change without notice. Written proposals or quotations are firm for no more than 30 days, unless otherwise provided for in writing.

**TERMS** – Net 30. New accounts – Initial order shall be payment upon delivery. A service charge of 1 1/2% per month (18% per annum) will be added to all invoices which are not paid within 60 days of the invoice date. The buyer agrees to reimburse HEVI LITE for all incurred collection costs, including legal fees and court costs, which are necessary to enforce payment of invoiced amounts.

**CUSTOMS (“CO”), make to order (MTO), and modified products (MOD.)** require a 50% retainer prior to release of order / balance due prior to delivery. Customs and modifications are non-cancellable and non-returnable upon release.

**DELIVERY** – HEVI LITE will do its utmost to meet customer requirements but cannot be held responsible for delays in delivery or failure to manufacture within acknowledged or requested shipping dates. No liability shall be incurred by HEVI LITE by reason of its not filling any order or portion thereof due to such delays.

**RETURNS** – All returned materials, must be accompanied by a "Return Materials Authorization" (RMA) which can be obtained only from the HEVI LITE factory. Returns are subject to a 35% restocking charge, plus outbound freight previously prepaid by HEVI LITE. Products to be returned must be returned freight prepaid within 30 days after the issuance of the RMA, and no item will be accepted without an accompanying RMA.

**CANCELLATIONS** – Acknowledged orders for make to order (MTO), modified (MOD.), and/or custom products (“CO”) are non-cancelable and non-returnable.

**LIMITED WARRANTY** – All material and component parts (excluding auxiliary equipment such as lamps, ballasts, or transformers) used in the manufacture of HEVI LITE products, are guaranteed to be free from defects of material and/or workmanship for a period of 2 years from the date of sale. Auxiliary equipment (such as transformers, ballasts, drivers, lamps, and LED sources) carries the manufacturer’s warranty. HEVI LITE assumes no responsibility for installation and proper selection of its products.

**LIMIT OF LIABILITY** – It is expressly understood and agreed that the limit of HEVI LITE’s liability will be, at HEVI LITE’s option, repair or replacement of such parts by HEVI LITE where in their opinion damage is caused by defect, and not by misuse or incorrect installation. The liability is limited to such repair or replacement being made at the HEVI LITE factory. No claims for labor or other charges at the jobsite will be allowed, unless specifically authorized in writing by the HEVI LITE factory in advance. HEVI LITE shall not be liable for incidental or consequential damages. Furthermore, HEVI LITE shall not be liable for damage to property to which a product is affixed or to any contents of the property. In addition, under this limited warranty, HEVI LITE shall not be liable for loss of time, profits, or any inconvenience arising out of other obligations.

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