

TERMS AND CONDITIONS OF SALE

TERMS

Payment terms are as follows. Discount 1% paid within 10 days. Net 30 days from date of invoice for freight allowance. All C.O.D. orders will have appropriate C.O.D. fees added to total of order.

GENERAL CONDITIONS

Orders will be billed at priced in effect at time of shipment. Prices are subject to change without notice. CANCELLATION REQUESTS MUST BE RECEIVED IN WRITING. Cancellation of order will only be accepted upon payment of reasonable charges based up on expenses already incurred by BASELITE.

WARRANTY - FIXTURE

Baselite will repair or replace, F.O.B. factory, freight prepaid, any BASELITE product defective in workmanship or materials. Such replacement is the exclusive remedy against BASELITE should any of the fixtures delivered prove defective, and is limited to a one year from date of shipment for materials and 90 days labor. We reserve the right to determine the best method of correcting problems.

NO CHARGE-BACK OR CHARGE FOR LABOR OR MATERIAL WILL BE PAID THAT DOES NOT HAVE OUR PRIOR WRITTEN APPROVAL. COMPONENTS NOT MANUFACTURED BY BASELITE ARE SUBJECT TO THE ORIGINAL MANUFACTURER'S GUARANTEE.

WARRANTY – BALLAST/LED DRIVER

Ballast, capacitors are guaranteed by the ballast manufacturer. Units will be exchanged by the local ballast manufacturer's authorized dealer or by BASELITE, acting as their agent. Neither the ballast manufacturer, his agent BASELITE will honor cash reimbursement claim to cover material charges for replacement ballasts, capacitors or ignitors. LED DRIVERS guaranteed is limited to three year from date of purchase. **No charges for rental of equipment or travel time will be accepted.**

FREIGHT ALLOWANCE

Freight FOB Chino, CA 91710, with a shipment totaling \$3,000.00 EXCLUDING OVERAGE or more (unless other arrangements have been made prior to order with Baselite) per shipment per destination in continental United States. (EXCLUDING Hawaii, Puerto Rico) Full freight is allowed as long as the following terms are met:

- *Invoice must be paid within 30 days of "SHIP DATE" in order to be freight allowed.
- * Shipments that are requested to be Next Day, Second Day, or anything other than STANDARD GROUND are NOT freight allowed even if they reach \$3,000 and consignee will be responsible for the expense.
- *All poles in combination with post mount and shade must have a minimum of 5 complete pole fixtures for freight allowance. Freight prices include shipping and handling.

Fees for lift-gate, appointment and pallet charge is not allowable.

Shipments subject to change of address are subject to a fee of \$20.00. Incorrect address, Non deliverable address or Refused shipments are subject to a fee of \$10.00 plus freight expense.

FREIGHT CLAIMS- SHIPMENTS TRAVEL AT PURCHASER'S RISK. TITLE PASSES TO CONSIGNEE ON DELIVERY TO THE CARRIER. ALL CLAIMS FOR LOSS OR DAMAGE IN TRANSIT MUST BE MADE TO THE DELIVERING CARRIER BY THE CONSIGNEE.

EXPEDITING FEE- \$100.00 Minimum or 20% of total order, which ever is greater.

RETURN OF MATERIAL

Material cannot be returned without prior written permission from the factory. Requests to return material must be made within 30 days from the date of shipment and must show customer's order number, BASELITE's invoice number and date. Material accepted for credit is subject to a 50% restocking charge, freight both ways, and any reconditioning and recartoning charges that are necessary. CUSTOM-MADE OR DISCONTINUED ITEMS ARE NOT RETURNABLE MATERIAL. Return shipments must be made within 30 days from RGA. Material must be new, in original factory cartons, subject to inspection.

DAMAGE OR UNSALEABLE MATERIAL WILL BE CREDITED AT SALVAGE VALUE OR LESS COST OF REPAIRS.