

## Lighting Terms & Conditions

### ALL ORDERS MUST INCLUDE A WRITTEN PURCHASE ORDER

**TERMS** - Net 30 days after the date of Invoice. Invoices that are past due are subject to a 1.5 percent per month service charge.

**PRICES** - Prices are subject to change without notice.

**COST OF COLLECTION** - If Buyer defaults with respect to any payment due the Seller, the Buyer shall pay Seller for all costs and expenses, including legal expenses and attorney fees, incurred by Seller in exercising any of its rights or remedies.

### TRANSPORTATION AND DELIVERY

Prices are F.O.B. shipping point, shipping and handling allowed on orders with a negotiable selling price per destination, not to exceed \$2,000 in the continental United States and Canada for lights and brackets, \$3,000 for poles. The buyer will be charged for all re-delivery fees. Orders that fail to qualify for the allowance will be charged Seller's actual shipping and handling costs. Shipments to Alaska and Hawaii will deviate from Seller's standard terms and condition and Buyer will be charged Seller's actual shipping and handling costs, regardless of order size.

**Scheduled Ship Date** - The scheduled ship date is an estimate only. Seller is not responsible for missed ship dates and late deliveries caused by the carrier. Seller will not accept any back charges for late deliveries.

**Choice of Carrier** – ORE Lighting reserves the right to ship goods via the most economical routing and to consolidate shipments to the most economical groupings per schedule date. If alternative shipping means are requested by the buyer, the buyer assumes the additional transportation cost.

**Special Shipping Request** - Special shipping requests will be accommodated when possible. Buyer's request for a particular carrier and/or special shipping will require the Buyer to pay the difference in the rate of transportation and may incur additional handling charges. Buyer may be charged extra for optional packaging, for the costs for advance notification by carrier, residential delivery, and for special equipment needs such as lift gates, flat beds or for inside delivery. City delivery or special services requested such as redelivery, expedited surface delivery or delayed delivery charges will be charged to the Buyer at Seller's actual cost.

**C.O.D. Orders** - Seller will not ship orders C.O.D. If Buyer does not have an active credit account with Seller, Buyer must pay cash in advance at order entry.

**Damage** - Title to any goods sold and the risk of loss of such goods passes to Buyer upon delivery by Seller or Seller's vendors to the carrier, and any claims or losses or damage in transit shall be filed by Buyer directly with the carrier. Buyer shall inspect all goods immediately upon delivery for concealed damage. Buyer must notate any damage/shortage on carrier's delivery receipt. Buyer must report all damage to goods to the carrier within 10 days of delivery of the goods. UPS and

FedEx damaged shipments must be reported to Seller within 10 days and must be in the original cartons at the original delivery point for inspection.

**Cancellation or Suspension of Orders** - Cancellation or suspension of orders will be accepted by Seller only upon terms that will indemnify the Seller for liabilities and expenses incurred and for commitments made by Seller and which will provide for profit on work in process and for the contract value of goods completed and ready for shipment. Postponement of deliveries at Buyer's request, if for a period of more than thirty (30) days, will not be made without Seller's approval first being obtained. All postponements are subject to storage and handling charges.

**Returns:** No returns will be accepted without prior approval. All requests must be made within 30 days of the invoice date.

**Poles** - Poles will not be accepted unless the return is due to warranty or Seller's error.

**Eligibility** - All returns must arrive back to the Seller in good working and resalable condition. Items must be returned in the original packaging. Any damage to returned goods will be the responsibility of the buyer.

**Fees** - Authorized returns will be charged for both inbound and outbound freight and a minimum service charge of twenty-five (25%) of the product value.

**Replacements** - Seller has the option of either replacing defective goods or crediting Buyer for the purchase price of such goods. A new Purchase Order is required for replacement orders.

**TAXES** - All prices, quotations, orders, and agreements are subject to all Federal, State, and Local taxes. These taxes will be added to the invoice unless legal proof of exemption is provided. Ore Lighting reserves the right to invoice separately for the taxes should it be necessary to make payment where they were not included at the time of invoicing.

**WARRANTY** - All requests for warranty assistance must be submitted to ORE Lighting and direction must be given from ORE Lighting prior to any action being taken. No claims for cost of material or repair will be accepted without prior written approval. For product warranty see ORE Lighting's published Limited Warranty.

**CHANGES** – ORE Lighting reserves the right to make modifications or changes to any of its products, pricing, Limited Warranty and Terms and Conditions without prior notice.

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