

TERMS AND CONDITIONS

TERMS

1% 10 Days, Net 30. Payment on each invoice is due within thirty (30) days from the invoice date. Any unpaid balance at such time will bear interest at the rate of one and one half percent (1-1/2%) per month. Purchaser agrees to pay any costs incurred by Bartco Lighting Inc. in enforcing the terms of this agreement.

FIRST TIME ORDER PAYMENT OPTIONS

- Credit Card: Bartco Lighting, Inc. accepts American Express, Discover, MasterCard and Visa.
- Prepay: Payment must be received before production starts.
- If pre-pay payment is not received within 1 week of placing an order, order will be cancelled.
- New Account Set-Up (Net30): Bartco Lighting, Inc. requires a fifty percent (50%) deposit on first time orders exceeding \$5,000.00. The remainder of the bill is due Net30 days. A minimum of five (5) working days after credit references are received may be required to set up new accounts.

FREIGHT: Unless specific shipping instructions are given, Bartco Lighting, Inc. will ship via the carrier we consider the best for both service and cost. Freight charges will be prepaid and added to the invoice unless otherwise stated.

FREIGHT ALLOWANCE: Ground freight is allowed for orders of \$5,000.00 or more within the continental United States and Canada. Special packaging, handling, expediting, union labor requirements etc. are additional and will be charged to the customer.

PRODUCT LIMITED WARRANTY: Bartco Lighting, Inc. warrants that products sold will be free of defects of workmanship or material under normal and proper usage. Should any failure to conform to this warranty become apparent during a one year period Bartco Lighting, Inc. must be notified in writing. Bartco Lighting, Inc. is not responsible for labor costs in connection with the installation, removal, or replacement of warranted products or for any consequential damages. Bartco Lighting, Inc. reserves the right to refuse to honor the above warranty for any products altered, improperly installed or installed in application for which not intended.

SHIP DATE: Bartco Lighting, Inc. makes every effort to meet the customer's required ship date but will not be held financially responsible for any delays in shipping or expedited shipping fees. The ship date may be modified at anytime due circumstances beyond our control.

EXPEDITING FEES: Bartco Lighting, Inc. will pass on any outside service expediting fees incurred to the customer.

SHIPPING LOSS/ DAMAGE: The customer must make all claims for loss or damage in transit directly to the carrier. Title to the merchandise passes to the consignee at the time of delivery by Bartco Lighting, Inc. to the common carrier. Bartco Lighting, Inc. ensures proper packaging for all lamps and makes every effort to reduce shipment of broken lamps, however, we do not guarantee that lamps will arrive free of breakage occurring during shipping. Bartco Lighting, Inc. will not be held responsible for the cost of replacing lamps.

RETURNS: All returned material is subject to a 25% restocking charge and must be returned within ninety (90) days of receipt. All returns must have a returned merchandise authorization (RMA) number issued by a customer service associate. Custom fixtures cannot be returned.

PURCHASE ORDER ACCEPTANCE POLICY: All purchase orders must be in written form via fax, electronic mail or standard mail. All purchase orders must contain a purchase order number except for orders paid by credit card.

PURCHASE ORDER CHANGES: All purchase order changes must be made in writing and faxed or e-mailed to a Customer Service Associate.

PURCHASE ORDER CANCELLATIONS: Purchase order cancellations may be subject to a cancellation fee.

PREPAY: pre-pay payment is not received within 1 week of placing an order, order will be cancelled.

SAMPLES: Samples are memo billed for 90 days. After ninety (90) days if the sample has not been returned the invoice is Net due. If an order comes as a result of the sample within 90 days, the cost of the sample will be deducted from the purchase order invoice.

Issuing a purchase order to Bartco Lighting, Inc. is considered an acceptance of the above stated terms and conditions.

Terms and conditions are subject to change without notice.



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bartcoLIGHTING.com

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