



TERMS AND CONDITIONS OF SALE
EFFECTIVE JUNE 1, 2008

TERMS

Net 30 days from date of invoice. 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

Ballast, capacitors are guaranteed by the ballast manufacturer. Units will be exchanged by the local ballast manufacture'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. No charges for rental of equipment or travel time will be accepted.

FREIGHT ALLOWANCE

Freight FOB Chino, CA 91710, with a shipment totaling \$2500.00 or more per shipment per destination in continental United States. Invoice must be paid within 30 days of shipment. Shipments totaling less than \$2500.00 will be made entirely at consignee's expense. Arbitrary delivery charges at consignee's expense. All BASELITE product EXCEPT POLES may be combined for freight allowance. When merchandise in excess of \$2500.00 is shipped by air or UPS, consignee will be charged for the difference between allowable freight and actual freight charges. Freight prices include shipping and handling.

Fees subject to lift-gate 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 10% 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.