

# BEGA 3 Year Warranty and Terms & Conditions Of Sale

All materials and component parts, excluding lamps, are guaranteed to be free from defects of material and/or workmanship for a period of three years. BEGA assumes no responsibility for installation or proper selection of its products.

**Limit of Liability** BEGA's liability expressly limited to the repair or replacement of such parts where, in our opinion, damage is caused by a defect and not misuse, and is limited to such repair and replacement being made at the factory. Freight charges to and from the factory will be borne by the purchaser. No claims for labor, performance, materials, or deductions from invoices will be allowed. Warranty is automatically voided if any unauthorized repairs or alterations are made.

**Damaged Merchandise** All shipments are delivered to the transportation company in good condition. BEGA's liability ceases at that time. If a shipment is received damaged, recipient must accept the shipment and immediately contact the freight carrier for damage inspection.

If concealed damage is found, notify the delivering carrier at once and request an inspection. Without this inspection the transportation company will not consider the claim for loss or damage. If the carrier will not perform the inspection, recipient should prepare an affidavit that recipient contacted them, noting the time and date that they failed to comply with recipient's request. This along with the other papers in recipient's possession will support the claim.

If the shipment is not delivered in accordance with the quantity of cartons or packages as shown on the Bill of Lading and/or Freight Bill, do not accept it until such shortages are noted on the Bill of Lading and/or Freight Bill.

**Damage or Loss in Transit** Loss or disputes with carriers regarding damaged product does not relieve the buyer's obligation to pay the full amount of BEGA's invoice in a timely manner. Shipments must be inspected by the freight carrier immediately upon receipt for noticeable transportation loss or damage, and a claim entered at once with the carrier as stated.

All claims against BEGA, including claims for shortages and errors, must be made in writing ten (10) days after delivery. Failure to make any such claim within ten (10) days shall constitute acceptance of the merchandise and waive any such shortages, errors, or other claims.

**Payment Terms Payment** terms for credit approved orders are net 30 days from the date of invoice. A late payment charge of 1.5% per month will be added to all outstanding balances after 30 days from the date of invoice. The buyer agrees to reimburse BEGA for all incurred collection costs which are necessary to enforce payment of invoiced amounts.

## Conditions of Sale

**New Accounts** Opening order of \$2,500 minimum required. Minimum reorder is \$50 at net billing exclusive of freight charge,

**Prices** and product information are subject to change without notice.

**Freight Allowances** Freight prepaid within the continental U.S. on any order over \$3,500. On shipments to Alaska and Hawaii, freight allowance applies only to port of debarkation from the continental U.S. BEGA reserves the right to route all shipments. Shipments will be made in any other manner requested by the customer, provided customer accepts all additional charges. All shipments are F.O.B. Factory at the purchaser's risk.

**Drop Shipments** BEGA reserves the right to refuse to make direct shipments to points of destination outside the regular assigned selling and service area of the distributor.

**Cancellations** All modified orders are noncancelable after release. Cancellation fee will be assessed for any product manufactured or partially manufactured.

**Returns** Merchandise may not be returned for credit without written authorization from the factory.

- Requests for return material must be made **within 60 days from the date of shipment**
- Non-stock, custom color and discontinued items are **not** returnable
- Material accepted for return in writing is subject to a **minimum 50%** restocking charge, freight both ways, and any reconditioning charges which may be necessary. No RGA (Return Goods Authorization) will be processed for less than a \$75 restocking charge
- BEGA reserves the right to limit returns from any one job to 10% of the value of the job unless material is being exchanged for other BEGA material for the same project.
- Material must be new and in original sealed cartons. Material received that is improperly packed and received damaged will not be credited.
- Material to be returned must be returned **within 30 days** of the date of issuance of the RGA.
- Any material to be returned for rework will be subject to **not less than a 20% labor charge**, plus parts, and freight both ways.
- No RGA's will be issued against unpaid invoices.

**Delivery** Many cataloged products are stocked at the BEGA factory and are available for immediate shipment. In all cases, BEGA will do its utmost to meet customer requirements but cannot be responsible for delays beyond its control. No liability shall be sustained by BEGA by reason of not filling any order or portion thereof due to such delays.

**Parts** Miscellaneous replacement parts prices are available upon request.

I do hereby agree to the seller's terms and conditions of sale as documented by the seller and agree to make all payments when due. In case suite or action is initiated to collect any portion of my account, I promise to pay such additional sum as may be adjudged reasonable for attorney and filing fees.

**Please Type Name and Title of Authorized Officer**

-----  
**Authorized Officer Signature**

BEGA 1000 BEGA Way, Carpinteria, CA 93013

-----  
**Date**

[p]805.684.0533/[f]805.684.6682