

# BELFER GROUP

1. **PAYMENT TERMS:** Terms 1% 10 NET 30 days. Orders are subject to acceptance and credit approval. All major credit cards are accepted. 50% deposit will be required on all custom work.
2. **FREIGHT TERMS:** Standard freight terms are F.O.B. Factory "Prepay and Charge" and ownership transfers upon signature of shipper's bill of lading. Standard freight does not include additional services such as call before, notifications, lift gates or reconsignments. This includes orders that have been quoted with freight at our expense (FFA, etc.) Released orders over \$5,000US and \$6,000CAN are freight allowed for standard ground only. We reserve the right to charge a maximum of \$25US and \$37.50CAN for proof of delivery. Claims for freight related damages and shortages should be noted on the bill of lading upon receipt of the damaged materials from the carrier and should be reported to our logistics department within 3 business days. Damaged material must be kept in its original packaging until an inspection is scheduled.
3. **WARRANTY:**
  - A. Belfer Lighting warrants that its products (other than ballasts and H.I.D. control gear) are free of defects in workmanship and materials for one year from date of shipment. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Belfer Lighting, at its sole option, will repair or replace, F.O.B. our factory, freight repaid, any Belfer Lighting product (other than ballasts and H.I.D. control gear) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Belfer Lighting and is limited to one year from date of shipment. No chargeback, or charge for labor or material, that does not have Belfer Lighting's prior written purchase order will be honored, accepted or paid by Belfer Lighting. Belfer Lighting will not be responsible for any consequential or incidental damages in connection with any breach of its aforementioned warranty.
  - B. No agent, employee or representative of Belfer Lighting has any authority to bind Belfer Lighting to any affirmation, representation or warranty concerning goods sold by Belfer Lighting and, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in Belfer Lighting's acknowledgement or buyer's purchase order, or in standard printed materials provided by Belfer Lighting, it does not form a part of the basis of any bargain between Belfer Lighting and buyer and shall not in any way be enforceable by buyer.
4. **HOLD ORDERS:** Orders submitted and accepted as "Hold for Release" will not be scheduled for production without a written release for manufacture by the customer. Any Hold orders exceeding 6 months will require a 50% deposit to hold pricing for an additional 6 months. All Hold orders exceeding 12 months are subject to quote.
5. **ESD (ESTIMATED SHIPPING DATES):** Ship dates are BGI estimates only and should not be considered a fixed or guaranteed date. BGI relies on vendors for key components such as ballasts and control gear. Belfer Group companies shall not be responsible for any damages, penalties or charge backs of any kind resulting from delayed shipments or its inability to ship by the acknowledged shipping date. Goods cannot be returned for failure to meet estimated delivery dates.
6. **DAMAGE CLAIMS:** All orders are shipped F.O.B. Farmingdale, NJ and it is the responsibility of the purchaser to claim damage on the freight company. Any claims must be registered and BGI must be advised within ten days of receipt. Failure to make such a claim shall waive the right of any claims against BGI.
7. **COMPLETE SHIPMENTS:** Unless otherwise requested in writing, orders will be shipped complete when the entire order is ready; BGI reserves the right at its sole discretion to make partial shipments.
8. **CANCELLATIONS:** Orders for specials, customs or modified products cannot be cancelled after they are in any process of manufacturing. The customer is fully liable for all expenses incurred for administrative, engineering, tooling, labor or components ordered or completed by BGI prior to completion of manufacturing. Euro-lite USA and custom or modified orders are not cancellable.
9. **MINIMUM ORDERS:** Standard products have no minimum order. There is a \$2500 Minimum for specials, customs, and cut to length or modified product.
10. **CATALOG ERRORS:** Every effort is made to avoid errors in catalogs, price sheets or forms.
11. **CUSTOM/MODIFIED PRODUCTS:** BGI welcomes all opportunities to work on custom and modified projects.
  - A. All Custom Fixtures will require signed approvals to begin production.
  - B. All Custom/Modified Fixtures require a 50% deposit to begin production.
  - C. Lead time will begin from receipt of signed approval and deposit.
12. **EXPEDITES:** BGI will make every effort to expedite orders to meet job requirements. All expedite requests must be in writing. Your Expedite is not accepted until you receive an acknowledged revised ship date from your BGI Customer Service Professional.
13. **QUOTATIONS:** All BGI company written quotations expire 90 days from issue. Verbal quotations are not valid and will not be accepted in any form. To ensure accurate pricing, a copy of the quotation must be submitted with the purchase order.
14. **PURCHASE ORDERS:** Any orders over \$5000 must have the customer's PO attached. Without the customer's purchase order, the order will be placed on hold.
15. **RETURNS:**
  - A. All returns must be authorized in writing using a BGI standard RGA form. The reason for requested return must be clearly stated if other than those noted on the form.
  - B. RGA requests will be accepted only within 60 days of shipment and must be returned within 30 days of the RGA approval for credit to be issued.
  - C. RGA exceeding the time limits as outlined above are considered expired and no credit will be issued.
  - D. Unauthorized returns will not be accepted and credit will not be issued.
  - E. RGA credit will be issued in the form of a credit on account only.
  - F. Returns will not be accepted without exterior packing list supplied with the approved RGA.
  - G. Returned goods are subject to inspection prior to credit being issued.
  - H. Restocking charges are 50%, unless otherwise agreed to in writing.
  - I. Specials, customs, cut to length or modified product is not returnable except in the case of acknowledged factory error.
- We will not accept responsibility or labor charge backs in connection with errors (measurements, prices, descriptions, etc.)