

# AMERLUX, LLC

## Terms and Conditions of Sale

### General

In the event of a conflict between the buyers terms and condctions, the buyer, by virtue of the acceptance of shipment or merchandise ordered, acknowledges that the following terms and conditions shall take precedence and shall apply.

### Payment

- A. Terms are Net 10 days from shipment of order from Amerlux.
- B. Amerlux reserves the right to charge 18% A.P.R. interest on all past due invoices.
- C. If any shipment that is made by Amerlux in accordance with the buyer s instructions is refused, the buyer shall be responsible for payment of merchandise, storage, handling, and redelivery charges incurred.
- D. Amerlux shall be entitled to reimbursement by the buyer for all expenses (including reasonable attorney s fees and other costs) incuured by it in collecting any past due amounts.

### Freight

- A. Freight is allowed on all orders shipped within the Continental U.S. valued at or above \$3,000.00. Freight charges for orders under \$3,000.00 will be prepaid by Amerlux and billed to the buyer. Orders destined for outside the lower 48 U.S. states will be shipped to the nearest U.S. Port.
- B. Additional freight charges incurred, due to special request by the buyer, such as Air Freight (Overnight or other), Crating, Handling Charges, etc. will be prepaid by Amerlux and billed to the buyer unless otherwise noted.

### Returned Goods

- A. Orders for custom made products, including all linear products, or for special paint finish on standard product ar noncancelable and are not subject to return.
- B. Returns of standard, non-custom products are subject to a 50% handling and restocking charge.
- C. All returned goods must be accompanied by a Return Goods Authorization Number (RGA #) assigned by Amerlux. Requests to return non-defective surplus material must be made within 60 days from the date of shipment.
- D. Returns must be made freight prepaid within 45 days of the date of issuance of the RGA.
- E. Non defective surplus merchandise must be returned in the original factory sealed cartons in salable condition.

### Limited One Year Warranty

Amerlux at its sole option will repair or replace any Amerlux product defective in workmanship or materials for one year. Such replacement is the exclusive remedy against Amerlux should any of the fixtures delivered prove defective, and is limited to one year from the date of shipment. We reserve the right to determine the best method of correcting problems. No charge-back, nor charge for labor or material, will be paid that does not have our prior written approval. Ballasts and lamps are covered by their respective manufacturer s warranties and Amerlux accepts no responsibility for these components.