

TERMS & CONDITIONS

ACCEPTANCE

Beghelli USA accepts issued purchase orders upon the condition that are herein contained under Beghelli Terms & Conditions that have been accepted by issuer. Superseding and repudiating any conflicting terms and conditions of issuer, unless an exception is issued in writing and signed by an authorized officer of Beghelli USA

PAYMENT TERMS

Upon credit approval, Beghelli USA customer payment terms are scheduled as NET-30 days from the date of the invoice. Any payment not received within the set terms shall be considered late and pastdue contractual terms of payment. Past due invoices shall be subject to an interest rate charge of 1 - 1.5% per month, or fraction thereof, or the maximum permitted by law, whichever is less. In the event that it becomes a necessity for Beghelli USA to employ an attorney or incur other costs in relation to the collection of pastdue payments, the customer agrees to pay all reasonable costs incurred for such collection.

SET PRICING

All pricing is set by Beghelli USA and are Net F.O.B. factory (point of shipment origin.) Beghelli USA reserves the right to change the pricing structure. The amount of any applicable sales tax, excise duty or levy shall be added to the billing unless appropriate exemption certificates are provided to Beghelli USA.

DELIVERY SCHEDULES

Upon receipt of purchase orders, Beghelli USA assigns scheduled shipment dates if not specified on the standing order. Shipment dates are estimates only. Beghelli USA shall not be liable for delays in delivery due to causes beyond our reasonable control. Severe weather conditions, fires, strikes, delays of carriers or delays arising from labor difficulties, shortages, stoppages or any sort can all effect the estimated delivery time.

FREIGHT ALLOWED SHIPMENTS

All shipments are F.O.B. factory or point of shipment origin. Delivery of equipment to the designated carrier shall constitute delivery to the customer regardless of freight payment. Freight is prepaid on all unit equipment shipments of \$1200.00 net minimum shipped to one location in a single shipment. Freight allowance is not offered on AC Standby (inverter) systems. Beghelli USA reserves the right to route all qualified freight allowed shipments via the most affordable and efficient surface route. The customer has the option to specify additional shipping services and will assume all extra transportation costs. It is the responsibility of the customer to report all freight damages to the carrier within 5 days of receipt of shipment.

REQUEST OF RGA - RETURNED GOODS

All returns must be accompanied with a factory issued (RGA) number. No returns will be accepted without a Return Goods Authorization number. When requesting an RGA, the customer's name, original purchase order number and reason for request to return goods must be provided. Returned goods must be received by Beghelli USA within 60 days of RGA issuance. Transportation charges must be prepaid. All returned goods must be properly packed to prevent shipping damage. The factory issued RGA number must be visible on the exterior of the package. Emergency lighting and exits shown in the current catalog, can be returned for full credit less a standard restocking fee. Products must be in new condition, in original factory sealed packaging. Custom built products and equipment are not returnable. Returned goods that are not defective are subject to a standard restocking fee.

PRODUCT WARRANTY

Beghelli USA offers an unconditional 5-year warranty on all products unless otherwise specified (see inverters.) Warranty does not cover intentional physical abuse of the products, installation areas that the product is not listed/suitable and products that have been internally altered by an unauthorized service agent.