

## Terms & Conditions

### TERMS

Terms of payment for Advantage Lighting Solutions is NET 30 days or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 2% or the maximum permitted by law may be added to all accounts not paid by net due date. Should it be necessary for ALS to begin formal collection proceedings to collect any past due amounts for a customer, ALS will be entitled to recover its attorney's fees and other costs associated with the proceeding.

### FREIGHT ALLOWANCE

Freight will be prepaid and allowed by Advantage Lighting Solutions on specified orders as follows:

- a. All shipments will be made via carriers selected by Advantage Lighting Solutions
- b. Freight claims must be filed within 5 days from receipt of shipment
- c. Special delivery services charge are extra - see Freight Policy for detail

All shipments are F.O.B. our plants, vendors, Distribution Centers (DC) or Field Warehouses (FW). For all orders that qualify for freight allowance, we reserve the right to select the carrier and to route shipments at our discretion. We will ship in the manner selected by the customer provided, the customer assumes any additional transportation costs, such as limited access, lift gates, residential or school.

### TRANSPORTATION CLAIMS

Our equipment is tested for mechanical defects prior to shipping. Our packaging is regularly inspected by the transportation authorities who assume responsibility for both apparent and concealed damages sustained by improper handling. Title passes to the purchaser upon delivery by us to the carrier, and all claims for damages or shortages in transit shall be made by the purchaser with the delivering carrier. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from the consignee to Advantage Lighting Solutions. Notice of concealed loss or damage must be provided to Advantage Lighting Solutions within (5) business days from the date of delivery.

### PRICES

Prices are subject to change without notice. In the event of price increase, all accepted orders on hand will be filled at lower prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Special quoted orders that cannot be released for shipping prior to the price increase may be subject to an increase in price. Minimum billing fee is \$35 for orders below \$200 NET.

### RETURN OF STOCK MERCHANDISE

In the event of conflict between the buyer's terms and conditions, the buyer by virtue of acceptance of shipment of products ordered, acknowledges that the following terms and conditions take precedence and apply. Except as provided below, no merchandise may be returned without prior written authorization from our Customer Service department. Requests to return merchandise must be made with our agents for transmittal to the Customer Service department within three (3) months from date of shipment by us. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price, or price in effect at the time of return, whichever is lower, less a minimum disposition charge of 35% (to defray our cost of handling). All return product must be in salable condition in order to qualify for credit. Return authorization will not be granted when the value of all items to be returned is less than \$300. All stock products containing time-sensitive components that have reached the end of their warranty or shelf life are not returnable. Outdated or phase-out stock products are also not returnable.

### CANCELLATION CHARGE

Orders for Distribution Center (DC) or Field Warehouse (FW) stocking items may be cancelled prior to shipping without charge. All other orders may not be canceled unless we are reimbursed for work already performed and for special material purchased by our company. Partial shipped order, or backorder may not be canceled unless approved by Advantage Lighting Solutions. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charge to the purchaser.

### NON-RETURNABLE MERCHANDISE

All non-stocking, special, custom-made and modified products are not returnable.

### GENERAL

Advantage Lighting Solutions price sheets are not offered to sell, and possession of a price sheet does not entitle one to purchase. Advantage Lighting Solutions shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Specifications are subject to change without notice. Consult the factory for verification. The compliance of our product to individual project specifications and the approval for their use is not warranted by our company. If the purchaser does not pay the purchase price within the time periods set forth above, Advantage Lighting Solutions reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Advantage Lighting Solutions is collected by, or attempted to be collected through an attorney at law, Advantage Lighting Solutions shall be entitled to recover all collection expenses, including attorney's fees.