



ASTRALITE INC.

TERMS AND CONDITIONS

ACCEPTANCE:AstraLite accepts your order upon the express condition that you agree to the Terms and Conditions contained herein. They supersede and reject any conflicting terms and conditions of yours, unless such waiver is in writing and signed by an authorized officer of AstraLite. Further, no representation of any kind has been made by AstraLite, except as set forth herein.

PRICING:All prices are net F.O.B. factory or point of shipment. Minimum order is \$100.00 plus transportation charges. No minimum charge for replacement parts orders. The amount of any applicable sales tax, excise duty or levy will be added to the billing unless you provide AstraLite, Inc. with an appropriate exemption certificate.

FREIGHT TERMS:All shipments are F.O.B. Brookfield, CT or point of shipment. Freight will be freight allowed on all shipments of \$1500.00 net minimum shipped to one location in a single shipment within the continental United States. Freight allowed **does not apply to** destinations outside the continental United States unless authorized by AstraLite Inc.

If there are additional fees such as, construction site delivery, fork lift services etc. these fees will be added to the invoice and are the responsibility of the customer.

Freight is prepaid on all shipments shipped to destinations within the continental United States. Freight collect to all destinations outside the continental United States unless prior arrangements with AstraLite Inc. have been made. Freight and handling charges will be added as a separate item to the invoice. If freight is any type of overnight or special shipping, an account number to ship must be supplied. AstraLite will not prepay any overnight, 2nd, 3rd day or special shipping shipments.

AstraLite Inc. reserves the right to route all qualified freight allowed shipments via least expensive surface route. Customers will assume any transportation charges, in full, for transportation specified via more expensive means. It is the responsibility of the consignee to report all freight damage claims to the carrier within five (5) days of receipt of shipment.

PAYMENT TERMS:Net 30 days from the invoice date. Any payment not made when due shall be subject to an interest charge at the rate of 1-1/2% per month, or frac-

tion there of, or the maximum permitted by law, whichever is less. In the event it becomes necessary for AstraLite, Inc. to employ an attorney or incur other costs for the collection of the amount due hereunder, or the enforcement of its rights hereunder, purchaser agrees to pay all reasonable costs incurred for such collection

plus attorney's fees.

Customers are placed on credit hold when an invoice is 60 days old. If no payment has been received, as of 90 days from the invoice date, it will become necessary for AstraLite Inc. to send that customer to collection. **Charge backs** or **deductions** will not be accepted.

RETURNED GOODS:No returns will be accepted without a Returned Merchandise Authorization (RMA) number.

When requesting an RMA you must provide us with the customers name, address and phone number. The reason for the return must be stated.

AstraLite Inc. must receive returned goods within 30 days of issuance of RMA, with the transportation charges prepaid. All goods must be properly packed to prevent shipping damage. The RMA number must be visible on the outside packaging.

Emergency Lights/Exits in the current catalog, in factory sealed cartons, may be returned with a 50% restocking charge.

Custom-made equipment is non-returnable.

Units that are returned as defective and found to be in working condition will be charged a 50% restocking fee and will not get credit, if units are returned and are found to be defective then a full credit will be issued.

DELIVERY:Scheduled shipment dates are estimates only. AstraLite Inc. shall not be liable for delays in delivery or performance or failure to deliver or perform due to causes beyond our reasonable control. The estimated delivery date shall be extended accordingly for any delays due to acts of God, of buyer, fires, strikes, floods, delays of carriers, or delays arising from labor difficulties, shortages, or stoppages of any sort.

We will not be liable for any damages, **charge backs**, or **penalties**, whether direct or indirect, resulting from our failure to perform or delay in performing.