

## Terms and Conditions

### PURCHASE ORDER ACCEPTANCE / CHANGES / CANCELLATIONS

All purchase orders must be in written form via fax, email or standard mail (in US Dollars). All purchase order changes must be made in writing and faxed or emailed to Bartco Lighting, Inc. Purchase order cancellations may be subject to a cancellation fee.

### QUOTATIONS

All quotes expire 30 days from the date of the quotation (unless otherwise noted on the quotation). This time limit also applies to quotes submitted to jobs/projects sent to other parties.

### TERMS / PAYMENT OPTIONS

- Credit Card: Bartco Lighting, Inc. accepts American Express, Master Card and Visa.
  - A 3% credit card fee will be added to the total invoice for amounts over \$10,000.00.
- PREPAY orders must be paid within 14 days and provide a freight account or order will be cancelled.
- New Account Set-Up (Net30): Bartco Lighting, Inc. requires a 50% deposit on all first time orders.
- Payment terms are 30 days net from invoice date. Payment is not contingent on Buyer's ability to collect or obtain funds from other parties.
- Any unpaid invoice due to Bartco Lighting shall bear interest at a rate of 10% per annum or the maximum rate allowed by law, from due date.

### FREIGHT / FREIGHT ALLOWANCE

Unless specific shipping instructions are given, Bartco Lighting, Inc. reserves the right to select the carrier, method of shipment and optimize packaging. Freight charges will be prepaid and added to the invoice. Ground freight is allowed on orders of \$12,000.00 or more (one complete shipment, material only) within the continental United States and Canada (international customers are responsible for customs fees, import duties, and taxes). Delivery contact required on all LTL shipments. Special requests, including but not limited to, custom packaging/pallets, expediting fees, union labor requirements, lift gate, pallet jack, early deliveries, inside deliveries, schools and construction sites, etc. are additional and will be added to all invoices. Buyer assumes any additional transportation costs.

### SHIP DATE / DELIVERY

Factory shipping dates given in advance of actual shipment are approximate and not guaranteed. Bartco Lighting, Inc. makes every effort to meet the customer's required ship date but will not be held financially responsible for any delivery delays. The ship date may be modified at anytime due to circumstances beyond our control.

### SHIPPING LOSS / DAMAGE / THEFT

Bartco Lighting, Inc. ensures proper packaging and makes every effort to reduce shipping damage. The customer must contact Bartco Lighting, Inc. immediately for loss or damage in transit directly by the carrier for claims purposes. Title to the product passes to the consignee at the time of delivery by Bartco Lighting, Inc. (via freight carrier). Once consignee has possession of product, all risk of loss or damage thereafter shall be Buyer's responsibility.

### PRODUCT LIMITED WARRANTY

Bartco Lighting, Inc. warrants its fluorescent fixtures for a period of 1 year, and its LED fixtures for a period of 5 years, from the date of shipment from Bartco's facilities. Bartco Lighting, Inc. at its sole option will repair or replace any Bartco Lighting, Inc. product deemed defective in material or workmanship. No charge-back, nor charge for labor or material, will be paid that does not have our prior written approval. We reserve the right to refuse to honor the above warranty for any products altered or improperly installed in applications for which they are not intended. This limited warranty does not include the cost of any inconvenience or property damage due to the failure of the product sold and does not cover damage due to loss or damage to the product caused by misuse, improper installation, power surges or any conditions beyond our control including Acts of God. Maximum liability in any event shall not exceed the unit per price of the product.

### RETURNS

All returned material is subject to a 50% restocking charge and product must be returned with an RMA (Return Material Authorization) requested within 90 days of product receipt. All returns must have an RMA number issued by Bartco Lighting, Inc. RMA will be voided if product is not returned or received within 30 days of issue date. Returned material without an RMA number will be refused. Customers may not issue themselves credit. If freight allowed was applied to the original order, the freight cost will be deducted from any return credit. Custom fixtures and lamps cannot be returned.

**Issuing a purchase order to Bartco Lighting, Inc. is considered an acceptance of the above stated terms and conditions.**