

TERMS & CONDITIONS OF SALE

1. PAYMENT

TERMS: 1% 10, NET 30 DAYS. ORDERS SUBJECT TO ACCEPTANCE AND CREDIT APPROVAL.

2. FREIGHT TERMS

STANDARD FREIGHT TERMS ARE F.O.B. FACTORY "PREPAY AND CHARGE", AND OWNERSHIP TRANSFERS UPON SIGNATURE OF SHIPPERS BILL OF LADING. WE RESERVE THE RIGHT TO CHARGE A MAXIMUM OF US\$25 (C\$37.50) FOR PROOF OF DELIVERY. CLAIMS FOR FREIGHT RELATED DAMAGES AND SHORTAGES SHOULD BE MADE TO THE CARRIER. THIS INCLUDES ORDERS WHICH HAVE BEEN QUOTED WITH FREIGHT AT OUR EXPENSE (FFA, ETC.). RELEASED ORDERS OVER US\$4,000 (C\$6,000) ARE FREIGHT ALLOWED (GROUND).

3. WARRANTY

A. BELFER LIGHTING WARRANTS THAT ITS PRODUCTS (OTHER THAN BALLASTS AND H.I.D. CONTROL GEAR) ARE FREE OF DEFECTS IN WORKMANSHIP AND MATERIALS FOR ONE YEAR FROM DATE OF SHIPMENT. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BELFER LIGHTING, AT ITS SOLE OPTION, WILL REPAIR OR REPLACE, F.O.B. OUR FACTORY, FREIGHT PREPAID, ANY BELFER LIGHTING PRODUCT (OTHER THAN BALLASTS AND H.I.D. CONTROL GEAR) DEFECTIVE IN WORKMANSHIP OR MATERIALS. SUCH REPAIR OR REPLACEMENT IS THE SOLE AND EXCLUSIVE REMEDY AGAINST BELFER LIGHTING AND IS LIMITED TO ONE YEAR FROM DATE OF SHIPMENT. NO CHARGEBACK, OR CHARGE FOR LABOR OR MATERIAL, THAT DOES NOT HAVE BELFER LIGHTING'S PRIOR WRITTEN PURCHASE ORDER WILL BE HONORED, ACCEPTED OR PAID BY BELFER LIGHTING. BELFER LIGHTING WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH ANY BREACH OF ITS AFOREMENTIONED WARRANTY.

B. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF BELFER LIGHTING HAS ANY AUTHORITY TO BIND BELFER LIGHTING TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING GOODS SOLD BY BELFER LIGHTING AND, UNLESS AN AFFIRMATION, REPRESENTATION OR WARRANTY MADE BY AN AGENT, EMPLOYEE OR REPRESENTATIVE IS SPECIFICALLY INCLUDED HEREIN, OR IN BELFER LIGHTING'S ACKNOWLEDGMENT OR BUYER'S PURCHASE ORDER, OR IN STANDARD PRINTED MATERIALS PROVIDED BY BELFER LIGHTING, IT DOES NOT FORM A PART OF THE BASIS OF ANY BARGAIN BETWEEN BELFER LIGHTING AND BUYER AND SHALL NOT IN ANY WAY BE ENFORCEABLE BY BUYER.

4. RETURNS

- A. ALL RETURNS MUST BE AUTHORIZED IN WRITING USING BELFER'S STANDARD RGA FORM. REASON FOR REQUESTED RETURN MUST BE CLEARLY STATED IF OTHER THAN THOSE NOTED ON THE FORM.
- B. RGA REQUESTS WILL BE ACCEPTED ONLY WITHIN 60 DAYS OF SHIPMENT.
- C. UNAUTHORIZED RETURNS WILL NOT BE ACCEPTED.
- D. RETURNS WILL NOT BE ACCEPTED WITHOUT EXTERIOR PACKING LIST AND LABEL SUPPLIED WITH THE APPROVED RGA.
- E. RETURN GOODS ARE SUBJECT TO INSPECTION.
- F. RESTOCKING CHARGES, UNLESS WAIVED IN WRITING, ARE 50% FOR STANDARD PRODUCT.
- G. SPECIALS, CUSTOMS OR MODIFIED PRODUCTS ARE NOT RETURNABLE EXCEPT IN CASE OF FACTORY ERROR.

5. HOLD ORDERS

ORDERS DESIGNATED AS "HOLD FOR RELEASE" WILL NOT BE SCHEDULED FOR PRODUCTION UNTIL A WRITTEN RELEASE FOR MANUFACTURE IS RECEIVED BY BELFER LIGHTING. HOLD ORDERS FOR NON-STANDARD PRODUCTS REQUESTING THAT BELFER LIGHTING SUBMIT DRAWINGS OTHER THAN CATALOG CUTS FOR APPROVAL REQUIRE A NON-REFUNDABLE ADVANCE PAYMENT OF US\$200 (C\$300). THIS AMOUNT WILL BE DEDUCTED FROM THE FINAL INVOICE AMOUNT.

6. SHIPPING DATES

SHIPPING DATES GIVEN ARE BELFER LIGHTING'S ESTIMATES ONLY AND SHOULD NOT BE CONSIDERED A FIXED OR GUARANTEED DATE. BELFER LIGHTING SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, PENALTIES OR CHARGE BACKS OF ANY KIND RESULTING FROM DELAYED SHIPMENTS OR ITS INABILITY TO SHIP BY THE ACKNOWLEDGED SHIPPING DATE. GOODS CANNOT BE RETURNED FOR FAILURE TO MEET ESTIMATED DELIVERY DATES.

7. DAMAGE CLAIMS

ALL ORDERS ARE SHIPPED F.O.B. OCEAN, NEW JERSEY AND IT IS THE RESPONSIBILITY OF THE PURCHASER TO CLAIM DAMAGE ON THE FREIGHT COMPANY. ANY CLAIMS MUST BE REGISTERED AND BELFER LIGHTING MUST BE ADVISED WITHIN TEN DAYS OF RECEIPT. FAILURE TO MAKE SUCH A CLAIM SHALL WAIVE THE RIGHT OF ANY CLAIMS AGAINST BELFER LIGHTING.

8. COMPLETE SHIPMENTS

UNLESS OTHERWISE REQUESTED IN WRITING, ORDERS WILL BE SHIPPED COMPLETE WHEN THE ENTIRE ORDER IS READY. BELFER LIGHTING RESERVES THE RIGHT AT ITS SOLE DISCRETION TO MAKE PARTIAL SHIPMENTS.

9. CANCELLATIONS

ORDERS FOR SPECIALS, CUSTOMS OR MODIFIED PRODUCTS CANNOT BE CANCELLED AFTER THEY ARE IN ANY PROCESS OF MANUFACTURING. THE CUSTOMER IS FULLY LIABLE FOR ALL EXPENSES INCURRED FOR ENGINEERING, TOOLING OR COMPONENTS ORDERED OR COMPLETED BY BELFER LIGHTING PRIOR TO MANUFACTURING.

ORDERS FOR STANDARD PRODUCTS MAY BE CANCELLED PRIOR TO THEIR MANUFACTURING DATE AT NO CHARGE. ORDERS FOR STANDARD PRODUCTS THAT ARE CANCELLED AFTER THE MANUFACTURING DATE ARE SUBJECT TO A 50% CANCELLATION CHARGE. CANCELLATION MUST BE MADE IN WRITING AND MUST REFER TO BELFER LIGHTING C.O. NUMBER.

10 MINIMUM ORDER

THERE IS NO MINIMUM ORDER FOR STANDARD, CATALOG OR NON SPECIAL PRODUCTS. THERE IS A US\$250 (C\$375) MINIMUM FOR "CUT TO LENGTH"; US\$1,500 (C\$2,250) MINIMUM FOR CUSTOM OR MODIFIED PRODUCTS.

11. CATALOG ERRORS

EVERY EFFORT IS MADE TO AVOID ERRORS IN CATALOGS, PRICE SHEETS OR FORMS. WE WILL NOT ACCEPT RESPONSIBILITY OR LABOR CHARGE BACKS IN CONNECTION WITH ERRORS (MEASUREMENTS, PRICES, DESCRIPTIONS, ETC.).

BELFER
LIGHTING FOR ARCHITECTURE
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a division of Lighting World Inc.