



## 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 \$50.00. 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.

### PAYMENT TERMS

All shipments are F.O.B. Brookfield, CT or point of shipment. Freight will be prepaid and 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.

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 charges will be added as a separate item to the invoice.

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 fraction thereof, 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. If the account becomes 120 days or more past due, or is deemed un-collectable, or if the customer files for bankruptcy or ceases business operations, the agency will be charged the original commission payment. 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 for full credit less a restocking charge.

Custom-made equipment is not returnable.

Returned goods that are not defective are subject to a restocking charge.

### 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.