

# Terms of Sale

## TERMS

THE PURCHASER ACKNOWLEDGES THAT THIS AGREEMENT IS TO BE PERFORMED IN MADERA COUNTY, CALIFORNIA, WHERE PAYMENT IS TO BE RECEIVED. THAT THE TERMS OF SALE SHALL BE PAYMENT NET THIRTY (30) DAYS WITH A 1<sup>1/2</sup>% MONTHLY SERVICE CHARGE (18% PER ANNUM) IMPOSED ON ALL ACCOUNTS PAST DUE IN EXCESS OF THIRTY (30) DAYS ON THE UNPAID BALANCE. ALL PAYMENT SHALL FIRST BE CREDITED TOWARD PAYMENT OF THE SERVICE CHARGES. PURCHASER FURTHER AGREES THAT IN THE EVENT OF ANY COLLECTION PROCEEDINGS, TO PAY ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS; THAT MADERA COUNTY IS THE COUNTY IN WHICH THIS AGREEMENT SHALL BE DEEMED AND ENTERED INTO AND THAT ALL LITIGATION SHALL BE COMMENCED AND PROSECUTED IN MADERA COUNTY. THAT THE TERMS OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THESE TERMS AND CONDITIONS MAY BE MODIFIED ONLY BY A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF B-K LIGHTING, INC.

## MINIMUM BILLING

ON PARTS AND FIXTURES: \$25.00

## CANCELLATIONS

WILL NOT BE ACCEPTED ON RELEASED OR CUSTOM MADE ORDERS.

## RETURNED MATERIALS

B-K LIGHTING, INC., AT ITS SOLE DISCRETION, RETAINS THE RIGHT TO DETERMINE WHICH PRODUCTS WILL BE ACCEPTABLE FOR RETURN. NO MERCHANDISE MAY BE RETURNED WITHOUT WRITTEN AUTHORIZATION. MATERIAL AUTHORIZED FOR RETURN MAY BE SUBJECT TO A RESTOCKING OR HANDLING FEE AND FREIGHT BOTH WAYS. CREDIT WILL BE ISSUED UPON INSPECTION OF GOODS. CUSTOM FIXTURES, CUSTOM PAINTED FIXTURES, PRODUCTS OLDER THAN 90 DAYS FROM INVOICE DATE, AND INSTALLED FIXTURES ARE NOT RETURNABLE.

## FREIGHT CLAIMS

ALL CLAIMS FOR DAMAGED OR LOST-IN-TRANSIT MATERIAL MUST BE MADE DIRECTLY TO THE CARRIER.

## WARRANTY

ALL PRODUCTS, EXCLUDING LAMPS, BALLASTS, AND TRANSFORMERS, ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 60 MONTHS (5 YEARS) FROM THE DATE OF INVOICE. LAMPS, BALLASTS, AND TRANSFORMERS ARE COVERED TO THE EXTENT OF THAT PARTICULAR MANUFACTURER'S WARRANTY. SHIPPING DATES ARE ESTIMATES ONLY. UNDER NO CIRCUMSTANCES WILL B-K LIGHTING ACCEPT ANY CLAIM FOR LABOR, INSTALLATION, OR PENALTY CHARGES RESULTING FROM DELAYED SHIPMENTS, PRODUCT PROBLEMS, OR MISAPPLICATION OF PRODUCTS WITHOUT PRIOR WRITTEN CONSENT BY B-K LIGHTING, NOR SHALL B-K LIGHTING BE HELD LIABLE FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES RELATED TO SUCH CONDITIONS. THE B-K LIGHTING AGENT OR SALES AGENT IS NOT AUTHORIZED TO ACCEPT CHARGES FOR ANY FIELD REPAIR TO ITS PRODUCTS OR TO ENTER INTO ANY NEGOTIATIONS REGARDING LABOR OR RETURNS.

## FREIGHT POLICY

ALL SHIPMENTS ARE F.O.B. MADERA, CALIFORNIA, WITH FULL UPS FREIGHT ALLOWED ON SINGLE SHIPMENTS WITHIN THE CONTINENTAL UNITED STATES OF \$3,000.00 OR MORE, DISTRIBUTOR NET.

## New Freight Allowance Level

**B-K LIGHTING, INC.**



Date: July 25, 2003

To: B-K Lighting Sales Representatives

From: Ronald S. Naus  
V.P. Sales & Marketing

For more than 18 years, B-K Lighting has absorbed all industry increases related to the shipment of its products. This included such components as rising fuel rates, new energy surcharges, higher taxes, and the increased cost of insurance. Despite our best efforts at containment, current conditions necessitate a partial extension of these higher costs to our customers.

Accordingly, B-K Lighting will increase its freight allowance level from \$2,000.00 DN to \$3,000.00 DN, effective September 1, 2003.

While our sales staff has already implemented this change on all quotations, I ask that you please notify your customers and implement this change within the next 30 days.

A revised copy of our terms and conditions of sale is printed on the reverse side of this bulletin.

Please contact me with any questions regarding this information. Thank you for your assistance in this matter.

Regards,

Ronald S. Naus  
V.P. Sales & Marketing

**Sales Bulletin No. 03-004**

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