

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.
- 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.

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 \$5,000.00 or more (one complete shipment) within the continental United States and Canada (international customers are responsible for custom 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 invoice. 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 for all lamps 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. at its sole option will repair or replace any Bartco Lighting, Inc. product defective in workmanship or product for one year. Such replacement is the exclusive remedy against Bartco Lighting, Inc. should any of the fixtures delivered prove defective, and is limited to one year from the date of shipment. We reserve the right to determine the best method of correcting problems. No charge-back, nor charge for labor or material, will be paid that does not have our prior written approval. Ballasts and lamps are covered by their respective manufacturer's warranties and Bartco Lighting, Inc. accepts no responsibilities for these components. We reserve the right to refuse to honor the above warranty for any products altered, improperly installed in applications for which not intended. Bartco Lighting, Inc. warranty period begins date of invoice.

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.

09/2014



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