

TERMS & CONDITIONS

Modifications and additions to these terms may occur from time to time. please check our web site for current terms and conditions at www.techlight.com

CREDIT TERMS AND CONDITIONS - Upon request for credit on purchases made from Techlight, prospective clients are required to complete a Techlight application for credit. References provided will be checked and credit will be verified before any business is conducted. If materials purchased are intended to improve real property, it may be necessary that clients provide additional information regarding their purchases by completing a new job start form.

Once orders are placed, materials are shipped, and invoices are mailed, payment for all materials is due within the terms of your account. The normal terms of account are NET 30 Days unless other agreements have been made. If payment is not received within the agreed terms of the account and your account is more than thirty (30) days past due, your due amount may be subject to interest at no less than 12 percent per annum up to the maximum permitted by law.

We will gladly accept your payment by credit card. If you give us a debit card to keep on file and the charging of your purchase causes you to have insufficient funds, we are not liable for any returned check fees. If your account is more than thirty (30) days past due and you are paying by credit card, you may be subject to the fee which we are charged by our credit card processing company in addition to the amount you want to pay. The current rate is 3 per cent.

If forty-five (45), days pass beyond the invoice date and payment has not been made in full, an "intent to lien" letter will be mailed the contractor and the property owner notifying that payment is due and payable. If payment has not been made within ten (10) days, a lien will be filed against the real property in which Techlight materials have been installed. It is your responsibility to profile a lien waiver and release once payment has been made. Jurisdiction and venue for all disputes is Dallas County, Texas. Any fees associated with collection, including but not limited to, attorney's fees, court costs, and interest will be paid by you.

Local and state sales taxes, outside the state of Texas are your responsibility.

All returns must have an authorization number written clearly on the outside of the box. The RMA request form may be printed off the internet at www.techlightusa.com. Credit will normally be issued within 30 business days from receipt of product at Techlight and may be subject to a restocking fee.

Please keep all tracking information regarding the return until the credit has been issued. Insufficient funds checks not cleared within ten (10) business days will be referred to the District Attorney's office for collection. Waiver of any of these terms once does not constitute a future waiver is implied.

PRICING - Net prices for lamps and fixtures as listed in the Techlight Price Guide are conditional upon shipping to one location at one time. All prices are subject to change without notice. Direct shipment orders carry a firm price for three (3) months from date of entry unless specifically covered by a special quotation.

ORDERING - Techlight produces catalogs that give technical specifications and dimensions of most of our products, as well as a full listing of parts and accessories. Techlight will perform special order configurations of equipment to meet your needs. Techlight/Horizon minimum order, \$100.00. On orders specifying "hold for release", Techlight/Horizon reserves the right to revise freight quotations, pricing, and terms and conditions of sale in accordance to the conditions in effect at the time of release.

SHIPPING & FREIGHT - All shipments are FOB Techlight (Cleburne, TX or Dallas, TX facilities). Freight charges will normally be added to your invoice unless the order meets the pre-paid freight allowance. We suggest a freight quote be obtained on all pole orders that do not meet freight allowance. Freight quotes are estimates only and are subject to change without notice. Delivery costs and schedules may be subject to change based on the availability of trucks at the time of shipment. Techlight reserves the right to change the freight policy without prior notification.

Techlight reserves the right to select the carrier of its choice. If a specific carrier is requested, the purchaser will be charged the full freight cost. Pre-shipment of Anchor Bolts and Templates are available at the purchaser's expense.

STORAGE FEE POLICY - It is the sole responsibility of the purchaser to notify Techlight upon submission of a purchase order of any special delivery requests as it pertains to a delivery date or method of transport. Any purchase order processed without special instructions will be subject to Techlight's standard lead times, production schedule and method of transport. Techlight makes every effort to contact the consignee prior to shipment to ensure the consignee is ready for delivery. In the event that Techlight is unable to contact the consignee or the consignee has requested a delay in delivery the order will be subject to a storage fee of \$32.00 per day, beginning the next business day from the date of notification to the purchaser, with a minimum per shipment charge of \$105. If your disposition instructions involve cancellation, re-consignment, redelivery, etc., the purchaser will be responsible for any additional handling charges incurred.

FREIGHT ALLOWANCE - Techlight's freight allowance policy only applies to orders placed using Techlight's published pricing. Any order processed using pricing that deviates from the published price guides, including quotes generated by Techlight employees, is subject to additional freight charges unless stated otherwise in a formal quote. Freight allowance only applies to shipments delivering within the continental United States. FIXTURE orders ONLY of \$1,500.00 or more will be shipped freight allowed (this includes both Techlight and Horizon fixtures or any combination of each that exceeds \$1,500 on any single purchase order/shipment). Any STANDARD POLE and/or FIXTURE order of \$2,000.00 or more will be shipped freight allowed. Techlight freight allowed shipments will ship per the current Techlight schedule. Re-consigned, refused shipments or customer requested delays in delivery once the carrier has received the material will result in additional charges for which the purchaser is responsible. Invoices must be paid within terms for freight allowance to apply.

PARCEL FREIGHT - For overnight or 2nd day service, orders must be received by 12 P.M. CST to guarantee same day shipment. Orders shipped by motor freight usually take four to five days to reach destinations on either coast. Buyers should direct requests for C.O.D. with their Techlight representative. UPS has several programs available to suit your needs.

GROUND UPS shipments usually take four to six days to reach the east coast, five to seven days to reach the west coast, 4 days to the mid-west and one to two days within Texas.

SECOND DAY AIR is more expensive yet guarantees delivery two days after UPS receives parcels. Weekend delivery must be specified. Techlight is not responsible for any losses or damage to goods after shipment. Techlight will assist you in resolving or processing any claims that may arise against carriers.

INSURANCE - Insurance can be applied to the purchaser's shipments at the purchaser's expense. Unless the purchase order specifically requests insurance, no insurance will be provided.

DELAYS, DAMAGE, or LOSS - Techlight is not and shall not be liable for delays in shipments or deliveries of product when caused by strike, riots, hurricanes, civil disorder, fires, material shortages, breakdown in manufacturing facilities and/or any other cause beyond its reasonable control, nor the inability to ship by the acknowledgement date. Any claim for damages, loss, or shortages in transit must be made by the purchaser to the delivering carrier. The risk of loss or damage passes on to the buyer upon delivery to the carrier. Pole shipments that are damaged in transit must be accepted for delivery and a claim made with the carrier. Refusal of pole deliveries due to freight damage will result in additional charges for which the purchaser is responsible.

CLAIMS AND RIGHTS - Claims for shortages or inaccurate picking of orders must be made to Techlight no later than ten days after shipment of goods. Please include a copy of the invoice or packing slip. A return goods authorization number (RGA) must be obtained from Techlight before products will be accepted and/or credit issued. This return number must be clearly visible on all cartons. Returns will

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CLAIMS AND RIGHTS *continued*

not be accepted on special orders. Refusal of a shipment does not absolve the buyer of any liability; once the product is shipped it becomes the property of the purchaser. All returns must be made within 90 days of delivery and must be shipped prepaid.

RETURNED GOOD POLICY - There is a restocking charge on any item returned for credit or exchange. A restocking charge will be made on returned merchandise which does not have a confirmed RGA authorization number. All approved returns will be subject to a handling charge, freight, and cost of reconditioning and repacking if it is deemed necessary to restore the goods to realable form. Techlight reserves the right to adjust the restocking charge or refuse return authorization on the following exclusions: **(1)** If the product requires repackaging. **(2)** If the product is damaged. **(3)** Unsalable without excessive repair. **(4)** If the product is a custom color. **(5)** If the product is a custom order. **(6)** Damage to poles: all poles are shipped in a standard non-soluble, water resistant packing material, or may be completely packaged in cardboard and marked with warning notice for removal. Failure to remove the packaging upon arrival may result in damage to the pole finish, thus disallowing returns and voiding the warranty. It is the responsibility of the customer to inspect poles for freight damage upon deliver. Any claim for damages in transit must be made by the purchaser to the delivering carrier. Techlight will accept no responsibility for the failure to do so.

CANCELLATIONS - Notice of cancellation will not be accepted without a written request within a 48 hour period from Techlight receiving the order. Written consent must be obtained from Techlight prior to cancellation of any order. Techlight will endeavor to halt production of any orders upon agreeing to a cancellation. Cancellation of an order may subject the purchaser to a 25% cancellation charge, or cancellation charges based on materials and/or expenses incurred by Techlight. NOTE: Special or custom orders are non-cancellable unless written consent is requested and obtained from Techlight. Orders shall be determined as "Special" or "Custom" at the sole discretion of Techlight.

PAYMENT - *If you do not have an open account or an established payment record* with Techlight, the following payment options apply:

- 1)** Prepay order: If you prepay an order with an instrument that will provide Techlight with irrevocable credit when deposited at our bank, your order will be processed immediately. If you prepay with a check, your order will be processed when the funds are transferred to Techlight's account.
- 2)** Open Accounts: Established businesses with a sound credit history are eligible for an open account with Techlight. Terms are Net 30.
- 3)** Credit card: Techlight will process orders immediately when charged to an approved credit card. We accept Visa, Mastercard and American Express.

SALES TAX - Techlight is authorized to collect sales tax for merchandise and freight sold and shipped to customers without a current tax exemption certificate. If you are tax exempt, we must have a tax exemption certificate on file prior to shipment. If your purchase is taxable under laws of your city or state, you are advised to report and pay directly to the proper authorities.

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