



## 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 \$100.00 plus transportation charges. No minimum charge for replacement parts orders. The amount of any applicable sales tax, excise duty or levy will be added to the billing unless you provide Astralite with an appropriate exemption certificate.

**FREIGHT TERMS:** All shipments are F.O.B. Brookfield, CT or point of shipment. Freight will be freight 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 inverter systems nor destinations outside of the continental United States unless authorized by Astralite.

If there are additional fees such as construction site delivery, fork lift services, etc, these fees will be added to the invoices and are the responsibility of the customer.

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 have been made. Freight and handling charges will be added as a separate item to the invoice. If freight is any type of overnight or special shipping, an account number to ship must be supplied. Astralite will not prepay any overnight, 2nd-day, 3rd-day or special shipping shipments.

Astralite 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 to 1.5 percent per month, or fraction thereof, or the maximum permitted by law, whichever is less. In the event

it comes necessary for Astralite 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 to send that customer to collection. 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 customer's name, address, phone number and P.O. number. The reason for the return must be stated.

Astralite must receive returned goods within 30 days after the RMA issue date, with the transportation charges prepaid. All goods must be properly packed to prevent shipping damage. Credit will be issued for items returned in original condition and packaging. The RMA number must be visible on the outside packaging.

Items in the current catalog, in factory-sealed cartons, may be returned for a 50 percent restocking fee within 30 days of shipment.

Custom-made equipment is non-returnable.

Units that are returned as defective and found to be in working condition will be charged a 50 percent restocking fee and will not get credit. If units are returned and are found to be defective, then a full credit will be issued.

The credit issued for the return will be in the form of an Account Credit that do not expire. No cash or check will be issued for returns.

**DELIVERY:** Scheduled shipment dates are estimates only. Astralite 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 buyers, fires, strikes, floods, delays of carriers, or delays arising from labor difficulties, shortages, or stoppage of any sort.

Astralite will not be liable for any damages, charge backs, or penalties, whether direct or indirect, resulting from our failure or delay in performing.