



# TERMS OF SALE

Eurofase Inc. terms and conditions of sale will apply as shown herewith and cannot be changed by our acceptance of a purchase order with different terms and conditions.

### PAYMENT TERMS

Terms are 1% 10 days, Net 30 for customers with approved credit. All Past due invoices will be billed for interest at a rate of 1% per month where applicable.

### PRICES

All prices are subject to change without notice and do not include any applicable taxes. This price list supersedes all previous ones.

### MINIMUM BILLING

Minimum billing is \$100.00, a service charge of \$10.00 will be applied to orders below minimum. Minimum billing will not apply to back orders or replacement parts.

### SHIPPING & CLAIMS

Full freight allowed on orders over \$1500.00 only if invoice is paid within 30 day terms. For shipments to Alaska/Hawaii/Puerto Rico, will only be delivered to a customer selected point within the continental USA. The customer will assume all final delivery cost and arrangements from this point. Returns will only be picked up from this transfer point. All cost to this point will be assumed by the customer. Failure to return goods to the transfer point will imply that the customer continues to be is fully liable for the purchased goods.

Internet orders will not qualify for any freight allowed status regardless of order value. Freight allowed transportation service level is based on regular ground service within North America.

Estimate given for shipping costs, whether verbal or written, are for information purposes only. Variances from the estimate to the actual cost may be the result of unknown circumstances at the time of the estimate; such as the requirement for extra labor, tailgate and/ or forklift equipment upon delivery. In these cases the customer can either agree to absorb these extra charges or arrange for local pick-up at their cost from the shipping company. Eurofase uses a standard regular ground courier and LTL service. Customers have the option to purchase a higher freight service level. All service level changes must be supported by a customer email prior to shipping.

All claims for loss or damage must be filed with carrier. Claims must be made with 5 days after receipt of goods and accompanied by packing list. No returns accepted without written authorization and photo's of goods received or being returned, prior to shipping. Do not sign for goods until delivery agent has noted the extent of damage on the delivered order presented for signature. Customers are responsible to track their orders. Eurofase is not responsible for lost or stolen shipments. Packages may/will be left at your front door by a transportation company, if no one is home to receive it. We have no control over what happens to your package once the transportation courier delivers it. We do not replace or refund orders that are scanned "delivered" by the transportation company. We are not responsible for lost or stolen packages or packages delayed in transit. If Transportation Company confirms that the package was "Delivered", no refunds or replacements will be granted.

If your order is returned to us due to an incorrect address, insufficient address, abandoned package, or refused package, you are responsible for all the original shipping and return cost. In cases of concealed damage, call carrier at once to request inspection of damages. The time limit for requesting such an inspection is 15 days from the date of delivery.

A \$30.00 handling charge will be added for Drop Shipments. This charge is applied to orders where the Ship to address specified is not the regular warehouse address to which products are delivered to the dealer.

### RETURNS

Positively NO RETURNS will be accepted without a return authorization number issued in writing only by Eurofase Inc. All RGA must be accompanied by a picture of the package or product upon receipt or prior to installation or shipping. A dated

original sales receipt from an authorized Eurofase Dealer must be submitted. Only unused items in their original cartons may be returned within 90 days after date of shipment. All authorized returns must be shipped freight prepaid and will be subject to a 25% handling fee.

Packaging and contents must be original and in "as new" or saleable condition or full sale prices will apply.

Eurofase Inc. will not be responsible for merchandise repaired or altered by customer and charges involved in repairing damaged merchandise. Eurofase Inc. customers that have an account and require a return will receive credit only. All RGA conditions will apply up to and including a 25% re-stocking fee if required. Eurofase reserves the right to repair and or replace any item at its discretion or provide a credit to the customer's account.

### PRODUCT

Customized changes of our products are subject to a minimum additional 20% charge and require 50% deposit. Deposits are required before production begins. Modified, custom or special-order products are final sale; modified, custom or special-order products cannot be returned. Eurofase Inc. reserves the right to discontinue or make changes in the construction and design of its products without prior notice.

Eurofase recommends that all products be installed by certified master electrician.

### WARRANTY

Eurofase Inc. will repair or replace any products defective in materials or workmanship within 1 year of the day of shipment. Such replacement will be the only course of action against Eurofase Inc. If any products delivered are found defective, Eurofase Inc. reserves the right to assess the best possible solution in correcting defects.

Eurofase Inc. will not be held responsible for claims on its products used in the field with components other than those supplied by Eurofase Inc. Eurofase will not reimburse any professional, trade or any other cost associated with installing or disposition of product.

Any arbitration between seller and buyer shall be governed by the laws of the Province of Ontario. Bulbs are not covered under the Eurofase Inc. warranty policy and are not included with fixtures unless specified.

The following warranty is exclusive and in lieu of other warranties. Whether express, implied or statutory including, but not by way of limitation, any warranty of merchantability of fitness for any particular purpose. Eurofase Inc. warrants to the customer for resale only that Eurofase Inc. products are free from defects in materials and workmanship. The obligation of Eurofase Inc. under this warranty is expressly limited to the repair or replacement without charge, at the sole option of Eurofase Inc., of defective products at the Eurofase Inc. factory within an period of one year from the date of shipment of products and only after Eurofase Inc. has issued a Return materials Authorization to customer for the products.

This warranty does not apply to Eurofase Inc. products which have been altered or repaired outside of the Eurofase Inc. factory or which have been subject to neglect, abuse, misuse or accident (including shipping damages).

### LIMITATION OF LIABILITY

In no event shall Eurofase Inc. be liable for special, indirect, incidental or consequential damages (regardless of the form of action, whether contract, strict liability, or in tort, including negligence) nor for lost profits: nor shall the liability of Eurofase Inc. for any claims or damage arising out of or connected with this agreement or the manufacture, sale, delivery, use maintenance, repair or modification of the products. This limitation of liability shall apply to any liability for default under or in connection with the products, parts, or services delivered hereunder whether based on warranty. Failure of, or delay in delivery, or otherwise no labor charges will be accepted without prior written approval of Eurofase Inc. This clause shall survive failure of an exclusive remedy.

Eurofase Inc. reserves the right to revise the Terms of Sale without prior notice.

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