

## **POLICY GUIDE/TERMS AND CONDITIONS**

### **CONDITIONS OF SALE**

- All fixtures are inspected and tested on premises before shipment.
- Hi-Lite Mfg.'s products are either UL listed or ETL listed, depending on the lamping.
- Once fixtures are ordered, they are non-cancelable and non-returnable.
- All order cancellations must be received within 24 hours of original Purchase Order date. Orders may be canceled only if production is not in progress. If production has begun, orders may not be canceled.
- All original change orders must be received in writing within 24 hours of original Purchase Order date. Not all requested change orders are possible. For those change orders that are possible, an additional fee due to production initiation costs will be applied. Change order fees will be based on expenses already incurred by Hi-Lite.
- Distributor will be billed for cost of sample and any freight charges incurred.
- New distributors who wish to open a credit account will be required to purchase a minimum amount of \$1,000. New distributors who wish to purchase less than \$1,000 will be required to pay the entire amount in advance.
- Distributors with accounts that have been inactive for over 1 year will be required to reapply for a credit account.
- On custom fixtures, a 50% deposit will be required before production. Once production is in progress, custom fixtures are non-cancelable and non-returnable.
- There will be a \$15 surcharge for drop shipments, also known as a Drop Ship Fee. Additional charges may also include notification insurance, etc.
- There is a minimum order amount of \$100; otherwise, a service charge of \$20 will be applied to orders that are less than \$100. There is no minimum order charge on parts.
- Hi-Lite is not responsible for any air freight charges or back charges due to extended lead times.
- Hi-Lite will not honor any labor, chargebacks, equipment rentals, travel time, or any penalties.
- Hi-Lite will not be responsible for any electrician fees or labor expenses.
- Bulbs are not included.

### **PAYMENT TERMS**

- Net 30 days from date of invoice with approved credit; otherwise we will require check in advance.
- Invoices 30 days or more past due will be subject to a monthly interest rate of 1½% of total amount due.
- There is a \$100 service charge on all returned checks.

### **FREIGHT ALLOWANCE**

- Distributors are responsible for freight charges on orders under \$2,500.00. Freight shipments are prepaid by Hi-Lite, and then billed to distributor.
- Freight charges on orders exceeding \$2,500.00 are prepaid by Hi-Lite, and then billed to distributor. Freight invoice will be cleared off distributor's account if order invoice is paid within the Net 30 day terms. If order invoices are not paid within payment terms, orders are not freight allowed and distributor is responsible for all freight charges. This policy applies to accounts that are shipped within the continental United States; this excludes Alaska, Hawaii, Puerto Rico, and Canada.
- Freight allowance is applied for stocking distributors only.
- Freight allowance does not apply to custom fixtures.
- Freight allowance does not apply to any air shipments, expedited requests, and fuel surcharges.
- Hi-Lite reserves the right to select the freight carrier, unless special arrangements are made prior to shipment.
- Supplemental carrier charges, such as telephone notification, residential delivery, redelivery, inside delivery, and forklift requested by distributor, are not included in the freight allowance policy and will be invoiced to the distributor.

- Poles (standard sizes) are freight allowed on orders exceeding \$2,500.00 when invoice is paid within terms. If anchor bolts and templates are required prior to the shipping date of the order, distributor will be responsible for the shipping charges.
- All Hi-Lite Products may be combined for freight allowance EXCEPT custom fixtures.
- Consignee should inspect ALL contents for obvious or concealed damage and/or shortage.
- Hi-Lite is not responsible for any air freight charges or back charges due to extended lead times.
- Items shipped via UPS or FedEx that have a net cost of \$100 or more will have additional insurance costs invoiced.

### **WARRANTY BALLAST**

- Ballasts are guaranteed by the ballast manufacturer. Warranty on ballasts will vary depending on the ballast manufacturer.
- Units which fail within the warranty period will be replaced or exchanged at the local ballast manufacturer's discretion.
- Hi-Lite will not honor any labor, chargebacks, equipment rentals, travel time, or any penalties.
- Hi-Lite will not be responsible for any electrician fees or labor expenses.

### **RETURN POLICY**

- **All products are non-returnable. NO EXCEPTIONS.**
- For damaged merchandise, please contact Hi-Lite for instructions on repairs and returns.
- Replacement parts will be shipped via ground delivery. No overnight shipments will be authorized.
- Products must be inspected by purchaser prior to installation.
- Hi-Lite will not be responsible for any electrician fees or labor expenses.
- Hi-Lite will not honor any labor, chargebacks, equipment rentals, travel time, or any penalties.

### **LIMITED WARRANTY**

- Hi-Lite will repair or replace—at our discretion—any fixture that fails to operate within 90 days of date of shipment.
- We will warranty all goods manufactured by Hi-Lite to be free from defects in materials and workmanship under normal use and service. Any goods found to be defective—upon examination by us and within one year from date of shipment—shall be replaced. Hi-Lite will not be responsible for any electrician fees or labor expenses. Hi-Lite will not honor any labor, chargebacks, equipment rentals, travel time, or any penalties.
- In case of extreme weather conditions, such as severe acts of Mother Nature, hurricanes, etc., there are no other warranties expressed or implied.
- If buyer defaults with respect to any payment described here and above, buyer shall pay seller for all costs and expenses, including legal expenses and attorney fees incurred for payment recovery.
- Cord-hung fixtures are rated for interior/dry locations only.
- Stem-hung fixtures are rated for damp and/or dry locations only.
- Gooseneck arms/brackets and post mounted arms are rated exterior/wet location, damp location, or dry location.
- Please refer to color chart for color ratings. Some finishes are rated interior only.
- Hi-Lite will not honor any labor, chargebacks, equipment rentals, travel time, or any penalties.
- Hi-Lite is not responsible for any air freight charges or back charges due to extended lead times.
- Hi-Lite will not be responsible for any electrician fees or labor expenses.
- All incandescent fixtures are medium base sockets rated for Type "A" lamps. HID fixtures (35W-175W) are medium base sockets; 250W is a mogul base socket. Compact fluorescent are T-4, 4-pin base sockets.