



HIGHLITES

TERMS AND CONDITIONS OF SALE

ACCEPTANCE

High-Lites 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 High-Lites. Further, no representation of any kind has been made by High-Lites, except as set forth herein.

PRICING

All prices are Net F.O.B. factory or point of shipment. The amount of any applicable sales tax, excise duty or levy will be added to the billing unless you provide High-Lites with an appropriate exemption certificate.

PAYMENT TERMS

Net 30 days from the invoice date. Any shipment after the 25th of the month is considered shipped as of the first of the following month. Any payment not made when due shall be subject to an interest charge at the rate of 1-1/2% per month, or fraction thereof, or the maximum permitted by law, whichever is less.

In the event it becomes necessary for High-Lites 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.

DELIVERY

Scheduled shipment dates are estimates only. High-Lites shall not be liable for delays in delivery or performance or failure to deliver or perform due to causes beyond our reasonable control. Due to acts of god, of buyer, fires, strikes, floods, delays of carriers, or delays arising from labor difficulties, shortages, stoppages of any sort, and the estimated delivery date shall be extended accordingly.

We will not be liable for any damages, chargebacks, or penalties, whether direct or indirect, resulting from our failure to perform or delay in performing.

FREIGHT ALLOWANCE

All shipments are F.O.B. Waterbury, CT or point of shipment. Delivery of equipment to the designated carrier shall constitute delivery to the purchaser, regardless of freight payment, title and all risk of loss or damage in transit shall pass to purchaser at that time.

Freight is prepaid on all shipments to destinations within the Continental United States—collect beyond unless prior arrangements have been made. Freight charges will be added as a separate item to the invoice.

Freight will be prepaid and allowed on all unit equipment shipments of \$1500.00 net minimum shipped to one location in a single shipment. No freight allowance on AC Standby (inverter) Systems.

High-Lites reserves the right to route all qualified freight allowed shipments via least expensive surface route. Customer will assume any extra transportation costs for transportation specified via more expensive means.

It is the responsibility of the purchaser to report all freight damage claims to the carrier within 5 days of receipt of shipment.

RETURNED GOODS

No returns will be accepted without a returned goods authorization (RGA) number.

When requesting an RGA you must provide us with the customers name, address and phone number. The reason for return must be stated.

Returned goods must be received by High-Lites within 30 days of issuance of RGA, with transportation charges prepaid. All goods must be properly packed to prevent shipping damage. The RGA number must be visible on the outside packaging.

Emergency lights/exits in the current catalog, in factory sealed cartons, may be returned for full credit less a restocking charge within 90 days of shipment.

Custom-made equipment is not returnable.

Returned goods that are not defective are subject to a restocking charge.