

## Terms & Conditions of Sale

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### ACCEPTANCE OF ORDERS

In placing an order with Targetti North America (TNA), customer acknowledges their awareness and acceptance of these general terms and conditions of sale. Orders accepted can be seen on our on-line tracking system. **There is a minimum order amount of \$500.00 at Distributor Net (DNP).** For orders with products not in our standard DNP, there is a special processing fee of \$500 per item. Orders less than \$500 are subject to a \$100 handling fee.

### DELIVERY

Estimated shipping dates are approximate and shall not be deemed to represent a fixed guaranteed shipping date. Lead-time for standard product is 8 weeks from order date, the release date or the payment date on prepaid orders. Hold For Release orders DO NOT commit inventory, however, special arrangements can be made. Custom orders have an extended lead-time. A rush order has a 50% lead-time reduction for an additional charge of 25% of the order value. Rush order service is not always available and must be confirmed in writing by Targetti North America. Targetti North America shall not be responsible for any damage or loss resulting directly, indirectly, incidentally consequentially from delayed shipments or inability to ship. Lead times for all orders can be checked online at [www.targettiusa.com](http://www.targettiusa.com).

Targetti North America reserves the right to make partial shipments unless the Buyer expressly stipulates otherwise. All such shipments shall be separately invoiced and paid for when due, without regard to subsequent or preceding shipments. Delay on any partial shipment shall not relieve the Buyer of its obligation to accept remaining shipments.

### PAYMENT TERMS

Orders from new customers must be prepaid. Upon approved credit, payment terms are net 30 days from the date of the invoice. Past due accounts will be subject to a 1.5% interest charge per month

### PRICES, SPECIFICATIONS, & QUOTATION

Prices and specifications are subject to change without notice. Written quotations shall be firm for a period of 30 days from the date on the quotation. Purchase orders accepted by Targetti North America during the period specified on the quotation will be price protected for a period of 90 days. All other orders will be invoiced at the prevailing price at the time of shipment. Targetti North America reserves the right to withdraw any quotation at any time for any reason provided Targetti North America has not accepted a valid purchase order from the Buyer.

### FREIGHT TERMS

FOB Factory on all shipments

### FREIGHT CHARGES

The cost of ground freight will be added to all orders, with the following exceptions:

Purchase Orders (per individual brand) having a total of \$5,000 or more for release on one shipment from our factory to one destination anywhere in the Continental United States, will be freight allowed.

Purchase Orders (regardless of value) requesting alternative freight method will be billed at cost, or if over \$5,000 the additional cost will be billed.

### RETURNS & CANCELLATIONS

Any returns are subject to a 50% restocking charge and a written "Returned Goods Authorization" (RGA) must be obtained prior to return within 60 days of invoice date. RGA material may be returned within a 30-day period only. No returns will be accepted until RGA is approved, and a copy must accompany the shipment as a packing list. Merchandise must be new, in the original factory-sealed cartons, if possible, and packed in such a manner as to prevent damage. No return shipments will be accepted unless prepaid. Unauthorized returns will remain property of the sender and TNA will not accept responsibility for loss or damage. Orders cancelled before shipment are subject to a 25% cancellation fee. Custom orders are non-cancelable.

### WARRANTY

Targetti North America will replace or repair, at its option, any part found defective within (1) year from the date of the invoice. This warranty does not include lamps, ballasts, transformers, and parts not of Targetti North America's own manufacture which are subject to their standard manufacturer's guarantee. **There shall be no responsibility for installation or replacement labor or any other contingent responsibility.** Targetti North America reserves the right to deny the warranty on any product altered, improperly installed, or installed in an application for which it is not intended.

Targetti North America products are designed and engineered to high quality standards in accordance with the requirements of the Underwriters Laboratories and the Canadian Standards Association. Some items may not conform to local codes. Targetti North America will not accept any responsibility, claims, exchanges or other liabilities resulting in an installation/purchase that does not meet local codes.

No person, agent, representative or dealer is authorized to give any warranties on behalf of the company.

### LIMITATION OF LIABILITY

The limit of Targetti North America's liability for failure of its products to meet the foregoing warranty shall be, at our sole discretion, either the repair or replacement cost of a defective product and shall exclude any damage caused by accident, misuse or abuse of the product. Targetti North America is not liable for lamp breakage during shipment. No labor charges involved with replacements or repairs will be paid by Targetti North America without prior written approval. Targetti North America is not liable for delays in delivery or for non-delivery when circumstances beyond our control affect production or shipments.

The debtor is responsible for all costs incurred by Targetti North America, Inc, for securing bad debts including collection agencies, court costs and attorney fees. Targetti North America, Inc. reserves the right to withhold shipment to Customers with a past due balance.