

# TERMS AND CONDITIONS

**All orders must include a written purchase order.**

**Terms:** Payment terms are NET 30 days from invoice, on approved credit. All orders must include a written purchase order. Minimum order is \$250 with the exception of replacement parts. Interest of 2% per month, plus attorney's fees will be added to all past due accounts.

**Prices:** Written quotations are valid for 30 days unless specified otherwise in writing. Prices are subject to change without notice. Hold orders will be invoiced at the prevailing price at time of order release. All invoices are subject to federal, state and local taxes. These taxes will be added to the invoice where applicable.

**Freight/Shipping:** All shipments are FOB shipping point and FFA allowed at \$3,000 and higher, per (order) shipment, per destination in the Continental United States. FFA allowed at \$5,000 for Canada. Special packaging instructions or split shipments (to arrive at different locations) may incur additional charges. Accessorial charges will apply to special delivery requests and requirements, such as for school, construction, residential or inside deliveries and for needed special equipment such as flatbed and lift gate trucks. Anchor bolts shipped prior to poles will be sent prepaid and the freight will be added to the invoice. Consult with factory for shipping options. All claims for loss or damage in transit must be made to NLS Lighting by consignee within ten (10) days of receipt. Material will be prepaid and billed to our customer unless otherwise stated in writing by NLS Lighting.

**Scheduled Ship Date:** The scheduled ship date is an estimated date only—the best approximation but not guaranteed date of delivery. Factory will not be penalized with charges resulting from delayed shipments or acts caused by carrier's ability to ship by the scheduled ship date.

**Carrier Option:** NLS Lighting will ship goods using the best economical route and if possible, consolidate shipments. If alternative shipping means are requested by the buyer, the buyer is responsible for the additional transportation cost.

**Cancellation:** NLS Lighting reserves the right to assess a minimum re-stocking charge of 35% of the order value if the order is cancelled after it has been processed for manufacture.

**Returns:** No material can be returned without prior approval, in writing, from factory. Requests to return material must be made to the company within thirty (30) days from the invoice. On material accepted for return, purchaser must pay return shipment charges and pay minimum 35% restocking charge plus any additional charges required to rework goods to a resalable condition.

**Poles:** Poles will not be accepted unless the return is due to warranty or Seller's error.

**C.O.D.:** If Buyer does not have an active credit account with NLS Lighting, Buyer must arrange payment terms upon order entry.

**General:** Factory reserves the right to change specification features without notice. All claims will be void with the addition of flags, banners, streamers, ropes or any items hanging from poles.

**Warranty:** Refer to *NLS Lighting, LLC Outdoor Product Warranty*.

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