

# Electrodex Inc.

## TERMS AND CONDITIONS

### TERMS

1% 10 Days, Net 30. Payment on each invoice is due within thirty (30) days from the invoice date. Any unpaid balance at such time will bear interest at the rate of one and one half percent (1-1/2%) per month. Purchaser agrees to pay any costs incurred by ElectrodeX, Inc. in enforcing the terms of this agreement.

### FIRST TIME ORDER PAYMENT OPTIONS

- Credit Card. ElectrodeX, Inc. accepts MasterCard and Visa.
- Prepay: Send a check for the order amount and the order will be processed as soon as the check is received.
- New Account Set-Up (Net30): ElectrodeX, Inc. requires a fifty percent (50%) deposit on first time orders exceeding \$5,000.00. The remainder of the bill is due Net 30 days. A minimum of five (5) working days after credit references are received may be required to set up new accounts.

**FREIGHT:** Unless specific shipping instructions are given ElectrodeX, Inc. will ship via the carrier we consider the best for both service and cost. Freight charges will be prepaid and added to the invoice unless otherwise stated.

**FREIGHT ALLOWANCE:** Ground freight is allowed for orders of \$5,000.00 or more within the continental United States. Special packaging, handling, expediting, union labor requirements etc. are additional and will be charged to the customer.

**PRODUCT LIMITED WARRANTY:** ElectrodeX, Inc. warrants that products sold will be free of defects of workmanship or material under normal and proper usage. Should any failure to conform to this warranty become apparent during a one-year period ElectrodeX, Inc. must be notified in writing. ElectrodeX, Inc. is not responsible for labor costs in connection with the installation, removal, or replacement of warranted products or for any consequential damages. ElectrodeX, Inc. reserves the right to refuse to honor the above warranty for any products altered, improperly installed or installed in application for which not intended.

**SHIP DATE:** ElectrodeX, Inc. makes every effort to meet the customer's required ship date but will not be held financially responsible for any delays in shipping or expedited shipping fees. The ship date may be modified at anytime due circumstances beyond our control.

**EXPEDITING FEES:** ElectrodeX, Inc. will pass on any outside service expediting fees incurred to the customer.

**SHIPPING LOSS/ DAMAGE:** The customer must make all claims for loss or damage in transit directly to the carrier. Title to the merchandise passes to the consignee at the time of delivery by ElectrodeX, Inc. to the common carrier. ElectrodeX, Inc. ensures proper packaging for all lamps and makes every effort to reduce shipment of broken lamps, however, we do not guarantee that lamps will arrive free of breakage occurring during shipping. ElectrodeX Lighting, Inc. will not be held responsible for the cost of replacing lamps.

**RETURNS:** All returned material is subject to a 25% restocking charge and must be returned within ninety (90) days of receipt. All returns must have a returned merchandise

authorization (RMA) number issued by a customer service associate. Custom fixtures cannot be returned.

**PURCHASE ORDER ACCEPTANCE POLICY:** All purchase orders must be in written form via fax, electronic mail or standard mail. All purchase orders must contain a purchase order number except for orders paid by credit card.

**PURCHASE ORDER CHANGES:** All purchase order changes must be made in writing and faxed or e-mailed to a Customer Service Associate.

**PURCHASE ORDER CANCELLATIONS:** Purchase order cancellations may be subject to a cancellation fee.

**SAMPLES:** Samples are memo billed for 90 days. After ninety (90) days if the sample has not been returned the invoice is Net due. If an order comes as a result of the sample within 90 days, the cost of the sample will be deducted from the purchase order invoice.

Issuing a purchase order is considered an acceptance of the above stated terms and conditions. Terms and conditions are subject to change without notice.