



TERMS & CONDITIONS

ACCEPTANCE: Astralite accepts the order upon the express condition that Buyer agree to the Terms and Conditions contained herein. They supersede and reject any conflicting terms and conditions of the Buyer, unless such waiver is in writing and signed by an authorized officer of Astralite. Further, no representation of any kind has been made by Astralite, except as set forth herein.

PRICING: All prices are net F.O.B. or point of shipment. Minimum order is \$100.00 plus transportation charges. No minimum charge for replacement parts orders. The amount of any applicable sales tax, excise duty or levy will be added to the billing unless Buyer provide Astralite with an appropriate exemption certificate. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that accounts for any price increases between the date of quote or order and the date of shipment.

FREIGHT TERMS: All shipments are F.O.B. Brookfield, CT or point of shipment. Freight will be freight allowed on all shipments of \$2500.00 net minimum shipped to one location in a single shipment within the continental United States. Freight allowed does not apply to inverter systems nor destinations outside of the continental United States unless authorized by Astralite.

If there are additional fees such as construction site delivery, fork lift services, etc., these fees will be added to the invoices and are the responsibility of the Buyer.

Freight is prepaid on all shipments shipped to destinations within the continental United States. Freight collect to all destinations outside the continental United States unless prior arrangements with Astralite have been made. Freight and handling charges will be added as a separate item to the invoice. If freight is any type of overnight or special shipping, an account number to ship must be supplied. Astralite will not prepay any overnight, 2nd-day, 3rd-day or special shipping shipments.

Astralite reserves the right to route all qualified freight allowed shipments via least expensive surface route. Buyer will assume any transportation charges in full, for transportation specified via more expensive means. It is the responsibility of the consignee to report all freight damage claims to the carrier within five (5) days of receipt of shipment.

DELIVERY: Scheduled shipment dates are estimates only. Astralite shall not be liable for delays in delivery or performance or failure to deliver or perform due to causes beyond our reasonable control. The estimated delivery date shall be extended accordingly for any delays due to acts of God, of buyers, fires, strikes, floods, delays of carriers, or delays arising from labor difficulties, shortages, or stoppage of any sort.

Astralite will not be liable for and damages, charge backs, or penalties, whether direct or indirect, resulting from our failure or delay in performing.

PAYMENT TERMS: Net 30 days from the invoice date. Any payment not made when due shall be subject to an interest charge at the rate of 1 to 1.5 percent per month, or fraction thereof, or the maximum permitted by law, which-ever is less. In the event it comes necessary for Astralite 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.

Buyers are placed on credit hold when an invoice is 60 days old. If no payment has been received as of 90 days from the invoice date, it will become necessary for Astralite to send that buyer to collection. Charge backs or deductions will not be accepted.

RETURNED GOODS: No returns will be accepted without a Returned Merchandise Authorization (RMA) number.

When Requesting an RMA, the Buyer must provide Astralite with the Buyer's name, address, phone number, and P.O. number. The reason for the return must be stated.

Astralite must receive returned goods within 30 days after the RMA issue date, with the transportation charges prepaid. All goods must be properly packed to prevent shipping damage. Credit will be issued for items returned in original condition and packaging. The RMA number must be visible on the outside packaging.

Items in the current catalog, in factory-sealed cartons, may be returned for a 50 percent restocking fee within 30 days of shipment.

Custom-made equipment is non-returnable.

Units that are returned as defective and found to be in working condition will be charged a 50 percent restocking fee and will not get credit. If units are returned and are found to have a manufacturing defect, then a full credit will be issued.

The credit issued for the return will be in the form of an Account Credit that does not expire. No cash or check will be issued for returns.

LIMITATION OF LIABILITY: Astralite's liability shall be limited to either repair or replacement of the goods, or refund of the purchase price, all at Astralite's discretion, and in no case shall Astralite be liable for incidental, special, or consequential damages. Claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Astralite, and any such assignment, without such consent, shall be void.