

# TECHLIGHT TERMS AND CONDITIONS

## PRICING

Net prices as listed in schedule application to one shipping location at one time. All prices are subject to change without notice.

## ORDERING

Techlight produces a catalog that gives technical specifications and dimensions of most of our products, as well as a full listing of parts and accessories. Techlight will perform special order configurations of equipment to meet your needs. All invoices must have a \$100.00 minimum.

## JOB FORMS

A job start form may be required on jobs exceeding \$5,000.00 per a single location; this protects your rights as well as Techlight's.

## SHIPPING & FREIGHT

Freight charges will normally be added to your invoice. We suggest a freight quote be obtained on all pole orders.

Requests for overnight or 2nd day service, your purchase orders must be received no later than 12 P.M. CST to guarantee same day shipment.

Orders shipped by motor freight typically take four to five days to reach destinations on either coast.

Buyers should direct requests for C.O.D. with their Techlight representative.

UPS has several programs available to suit your needs.

UPS GROUND shipments usually take four to six days to reach the east coast, five to seven days to reach the west coast, 4 days to the mid-west and one to two days within Texas.

UPS SECOND DAY AIR is more expensive, yet guarantees delivery two days after UPS receives parcels. Weekend delivery must be specified.

Techlight is not responsible for any losses or damage to goods subsequent to shipment. Techlight will assist you in resolving or processing any claims that may arise against carriers.

### F.O.B. TECHLIGHT.

Techlight reserves the right to select the carrier of its choice. If a specific carrier is designated, the customer will be charged the difference in freight cost. FIXTURE orders ONLY over \$1,500.00 or more will be shipped freight allowed. Any POLE and/or FIXTURE order of \$5,000.00 or more, Techlight will contribute 5% of the total sales order value (excluding freight) toward freight. However, freight quotes must be obtained and freight must be included on all purchase orders to apply. Consult with your representative for shipment lead times. Techlight freight allowed shipments will ship per the current Techlight schedule.

If a customer refuses the shipment as scheduled by Techlight's representative the representative will be required to provide a purchase order for the freight cost to reconsign the shipment to another truck or carrier.

PRE-SHIPMENT OF ANCHOR BOLTS are available at the Customer's expense, consult with your representative for pricing.

Techlight reserves the right to change the freight policy without prior notification..

## INSURANCE

Insurance can be applied to purchaser's shipments at the purchaser's expense, unless the purchase order specifically requests insurance, no insurance will be added.

## DELAYS, DAMAGE or LOSS

Techlight is not and shall not be liable for delays in shipments or deliveries of product when caused by strike, riots, hurricanes, civil disorder, fires, material shortages, breakdown in manufacturing facilities and/or any other cause beyond its reasonable control. Any claim for damages, loss or shortages in transit must be made by the buyer to the carrier. The risk of loss or damage passes on to the buyer upon delivery to the carrier.

## CLAIMS AND RIGHTS

Claims for shortages or inaccurate picking of orders must be made to Techlight in writing no later than ten days after shipment of goods. Please include a copy of the invoice or packing slip. Refusal of a shipment does not absolve the buyer of any liability; once the product is shipped it becomes the property of the buyer.

## RETURNED GOODS POLICY

All returns must have an RGA (Return Goods Authorization) number which must be written clearly on the outside of each package or pallet, Techlight reserves the right to refuse and return the shipment at the senders expense if NO RGA number is obtained and attached to the shipment. The RGA request form may be obtained and printed off our website at [www.techlightusa.com](http://www.techlightusa.com) once the form is printed and completed it must be submitted through your representative for approval. Once the RGA is approved it will be returned with an RGA number provided in the appropriate location of the form. A credit memo will normally be issued within 30 business days from receipt of product and may be subject to restocking fees. Please keep all tracking information regarding this return until the credit has been issued. Credit for RGA items are not be deducted from your bill without written authorization.

There is a 15% restocking charge on any item returned for credit or exchange. A 25% restocking charge will be made on returned merchandise which does not have a confirmed RGA (return goods authorization) number at the time the product is received back. Techlight reserves the right to adjust the restocking charge or refuse return authorization on the following exclusions.

- (1) If the product requires repackaging.
- (2) If the product is damaged
- (3) If the product is a custom color
- (4) If the product is a custom order
- (5) Damage to poles: all poles are shipped in a standard non-soluble, water resistant packing material, or may be completely packaged in cardboard and marked with warning notice for removal. Failure to remove the packaging upon arrival may result in damage to the pole finish, thus disallowing returns and voiding the warranty.

# TECHLIGHT TERMS AND CONDITIONS

## CANCELLATIONS

Written consent must be obtained from Techlight prior to cancellation of any order. Techlight will endeavor to halt production of any orders upon agreeing to a cancellation; however cancellation of an order may subject the buyer to cancellation charges based on materials and/or expenses incurred by Techlight. NOTE: Special or custom orders are non cancellable unless written consent is request and obtained from Techlight prior to submitting the purchase order.

**\*IMPORTANT WARRANTY LIMITATION\***

LUMINAIRES MUST BE AFFIXED TO THE POLE AT THE TIME THE POLE IS ERECTED OR WARRANTY IS VOIDED.

## LIMITED WARRANTY & LIMITATIONS OF LIABILITY

Techlight will repair or replace (at its option) any part of the equipment delivered hereunder which under normal and proper use proves to be defective in workmanship or material within one year from date of shipment by Techlight ("Warranty period"). The correction of such defects by repair or replacement shall constitute fulfillment of all Techlight obligations with respect to the equipment sold hereunder. The liability of Techlight under this warranty for any loss or damage to the equipment or to the persons or property allegedly caused by the equipment, whether based on contract, strict Tort liability, negligence or warranty shall not in any case exceed cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate. Techlight shall not be liable for special indirect, incidental or consequential damages of any kind.

TECHLIGHT WILL NOT ALLOW CHARGES FOR LABOR, MATERIALS, ETC. THAT DOES NOT HAVE PRIOR WRITTEN APPROVAL BEFORE SUCH WORK IS IMPLEMENTED.

NOTE: Catalog pages are for reference. Specifications and dimensions may change without notice. The foregoing warranty is exclusive and in lieu of all other warranties of quality whether written, oral, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

## WARNING:

Every effort has been made to provide products that are safe as possible: However, lighting equipment requires high voltage current to operate and often requires elevated mounting for desired illumination. Responsible individuals should be made aware of the following:

Improper selection, installation, operation, servicing, removal and disposal of lighting products may create serious hazards including fire, explosion, shock, laceration of skin, impaired vision, falling objects and environmental contamination. Reduce risks by using the guidance of licensed professionals throughout the product life cycle, by conforming to applicable codes and safety practices and by following individual product, component and accessory safety instructions and labels. We offer this in the interest of safety for our customers who may not be aware of the potentially high risk involved in the misuse of these products.

## CREDIT TERMS AND CONDITIONS

Upon request for credit on purchases made from Techlight, prospective

clients are required to complete a Techlight application for credit. References provided will be checked and credit will be verified before any business is conducted. If materials purchased are intended to improve real property, it may be necessary that clients provide additional information regarding their purchases by completing a new Job Start Form.

Once orders are placed, materials are shipped and invoices are mailed, payment for all materials is due within the terms of your account. The normal terms of account are NET 30 Days unless other agreements have been made in writing. If payment is not received within the agreed terms of the account and your account is more than thirty (30) days past due, your due amount may be subject to interest at no less than 12 percent per annum up to the maximum permitted by law.

We will gladly accept your payment by credit card. If you give us a debit card to keep on file and charging your purchase causes you to have insufficient funds checks, we are not liable for any returned check fees. If your account is more than thirty (30) days past due and you are paying by credit card, you may be subject to the fee which we are charged by your credit card processing company in addition to the amount you want to pay. The current rate is 3% but may vary. Techlight reserves the right to adjust a customer's discount rate at it's discretion. This statement supersedes all guarantees whether written or implied

If forty-five (45) days pass beyond the invoice date and payment has not been made in full, a demand "intent to lien" letter will be mailed, the contractor and the property owner notifying them that payment is due and payable. If payment has not been received within ten (10) days, a lien will be filed against the real property in which Techlight material have been installed. It is your responsibility to profilr a lien waiver and release once payment has been made. Jurisdiction and venue for all disputes is Dallas County, Texas. Any fees associated with collection, including but not limited to, attorney's fees, court costs, and interest will bw paid by you.

Insufficient funds checks not cleared within ten (10) business days will be referred to the District Attorney's office for collection. Waiver of any of these terms once does not constitute a future waiver is implied.

## PAYMENT

If you do not have an open account or an established payment record with Techlight, the following payment options apply:

- 1) Prepay order: If you prepay an order with an instrument that will provide Techlight with an irrevocable credit when deposited at your bank, your order will be processed immediately. If you prepay with a check, your order will be processed when the funds are transferred from your account to Techlight's account.
- 2) Open Account: Established businesses with a good sound credit history are eligible for an open account with Techlight. Techlight terms are Net 30.
- 3) Credit Card: Techlight will process orders immediately when the order is charged to an approved Visa / MasterCard / American Express.

## SALES TAX

Techlight is authorized to collect sales tax for merchandise and freight sold and shipped in Texas & California. If your purchase is taxable under laws of your city or state, you are advised to report and pay directly to the proper authorities. If you are tax exempt and purchase in the state of Texas, we must have a tax exemption certificate on file prior to shipment.

# TECHLIGHT WARRANTY

## LIMITED WARRANTY & LIMITATION OF LIABILITY

Techlight warrants its poles & fixtures to be free from defects in materials and workmanship for the warranty period from the date of delivery. Techlight retains the right to either repair or replace any part of the equipment delivered hereunder which under normal and proper use proves to be defective in workmanship or material within the warranty period from date of shipment by Techlight. The correction of such defects by repair or replacement shall constitute fulfillment of all Techlight obligations with respect to the equipment sold hereunder.

The warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. Furthermore the pole warranty specifically excludes fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with the movement of air current around the product.

The following condition will void the pole product and finish warranty:

1. Grouted pole bases without weep holes.
2. Base plate sitting directly on concrete or other corrosive surfaces.
3. Missing pole cap and/or hand hole covers where the pole is allowed to fill with debris.

It is expressly stated that Techlight assumes no liability for indirect, incidental, consequential damages of any kind or liquidated damages arising out of a breach of the sale, including any warranties arising there from, and buyer's remedy shall be limited to repair or replacement of defective parts as described above. The liability of Techlight under this warranty for any loss or damage to the equipment or to the persons or property allegedly caused by the equipment, whether based on contract, strict tort liability, negligence or warranty shall not in any case exceed cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate.

Any assistance Techlight provides the original purchaser outside of the terms and exclusions of these warranties will not constitute a waiver of the warranty terms and exclusions, nor will such assistance revive or extend the warranty. These warranties are given in lieu of all other warranties expressed or implied, including and without limitation, the warranty of merchantability and the warranty of suitability for a particular purpose.

**Purchaser must notify Techlight in writing, or call the Techlight customer service, within 10 days of noticing the defect.**

**Techlight reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaims all warranties not stated in this limited warranty.**

**TECHLIGHT WILL NOT ALLOW CHARGES FOR LABOR, TRAVEL, LIVING EXPENSES, INSPECTIONS, MATERIALS, ETC. THAT DOES NOT HAVE PRIOR WRITTEN APPROVAL BEFORE SUCH WORK IS IMPLEMENTED.**

Notice of any warranty claim or request for warranty service should be sent to Techlight at the following address or phone number:

Techlight  
2707 Satsuma Drive  
Dallas, TX 75229  
(214) 350-0591

**NOTE:** Catalog pages are for reference. Specifications and dimensions may change without notice. The foregoing warranty is exclusive and in lieu of all other warranties of quality whether written, oral, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

## LIMITED PRODUCT WARRANTY

Techlight offers a range of warranties to meet the customer's needs and conditions:

### Five/Ten Year Pole Warranty

Techlight warrants the structural integrity of its hot dipped galvanized products for ten years to the original purchaser, with proof of purchase. Techlight warrants the finish for a period of five years if it exhibits cracking, peeling, excessive fading or corrosion defects during the warranty period. The product and finish must be properly handled, maintained, installed and exposed to normal environmental conditions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. This warranty excludes field labor or service charges related to the repair or replacement of the product or finish.

### Five Year Pole Warranty

Techlight warrants for a period of five years to the original purchaser, with proof of purchase, the product and galvanized anchor bolts and its finish for a period of five years from date of shipment. Techlight will repair, or at its option, replace the defective finish if it exhibits cracking, peeling, excessive fading or corrosion defects during the warranty period. The product together with the galvanized anchor bolts and finish must be properly handled, maintained, installed and exposed to normal environmental conditions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. This warranty excludes field labor or service charges related to the repair or replacement of the product or finish.

### One Year Pole Warranty (Harsh Environments)

Techlight warrants for a period of one year to the original purchaser, with proof of purchase, the product and its finish for a period of one year from date of shipment for any product meeting the following location conditions:

1. Within 30 miles of the coast line or a body of salt water.
2. Corrosive environments such as a waste water reclamation facility.

Techlight suggests that poles including anchor bolts located near or in some harsh environments should be Hot Dipped Galvanized.

Techlight will repair, or at its option, replace the defective finish if it exhibits cracking, peeling, excessive fading or corrosion defects during the warranty period. The product and finish must be properly handled, maintained, installed and exposed to normal environmental conditions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. This warranty excludes field labor or service charges related to the repair or replacement of the product or finish.

# TECHLIGHT WARRANTY

Techlight reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaims all warranties not stated in this limited warranty. Refer to:

[www.techlightusa.com](http://www.techlightusa.com)

for complete Terms and Conditions of Sale.