

MODIFICATIONS AND ADDITIONS MAY OCCUR FROM TIME TO TIME. PLEASE CHECK OUR WEB SITE FOR CURRENT TERMS AND CONDITIONS AT WWW.TECHLIGHTUSA.COM

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. 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 the charging of your purchase causes you to have insufficient funds, 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 our credit card processing company in addition to the amount you want to pay. The current rate is 3 per cent.

If forty-five (45), days pass beyond the invoice date and payment has not been made in full, an "intent to lien" letter will be mailed the contractor and the property owner notifying that payment is due and payable. If payment has not been made within ten (10) days, a lien will be filed against the real property in which Techlight materials have been installed. It is your responsibility to profile 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 be paid by you.

Local and state sales taxes, outside the state of Texas are your responsibility.

All returns must have an authorization number written clearly on the outside of the box. The RMA request form may be printed off the internet at www.techlightusa.com. Credit will normally be issued within 30 business days from receipt of product at Techlight and may be subject to a restocking fee.

Please keep all tracking information regarding the return until the credit has been issued. 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.

PRICING

Net prices for lamps and fixtures as listed in the Techlight Price Guide are conditional upon shipping to one location at one time. All prices are subject to change without notice. Direct shipment orders carry a firm price for three (3) months from date of entry unless specifically covered by a special quotation.

ORDERING

Techlight produces catalogs that give 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. Techlight/Horizon minimum order, \$100.00. On orders specifying "hold for release", Techlight/Horizon reserves the right to revise freight quotations, pricing, and terms and conditions of sale in accordance to the conditions in effect at the time of release.

SHIPPING & FREIGHT

Freight charges will normally be added to your invoice unless the order meets the pre-paid freight allowance. We suggest a freight quote be obtained on all pole orders.

Techlight reserves the right to select the carrier of its choice. If a specific carrier is requested, the customer will be charged the freight cost. Pre-shipment of Anchor Bolts and Templates are available at the customer's expense.

FREIGHT ALLOWANCE

FIXTURE orders ONLY of \$1,500.00 or more delivering within the Continental United States will be shipped freight allowed (this includes both Techlight and Horizon fixtures or any combination of each that exceeds \$1,500 on any single purchase order). On any POLE and/or FIXTURE order of \$5,000.00 or more, Techlight will contribute 5% of the total sales order value (excluding freight) towards the cost of the freight. Freight quotes must be obtained and freight must be included on all purchase orders for Techlight contribution 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, the customer will be required to provide a purchase order for the freight cost to re-consign the shipment to another truck or carrier. Techlight reserves the right to change the freight policy without prior notification.

PARCEL FREIGHT

For overnight or 2nd day service, orders must be received by 12 P.M. CST to guarantee same day shipment. Orders shipped by motor freight usually 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.

GROUND UPS 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.

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.

INSURANCE

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

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, nor the inability to ship by the acknowledgement date. Any claim for damages, loss, or shortages in transit must be made by the purchaser to the delivering 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 no later than ten days after shipment of goods. Please include a copy of the invoice or packing slip. A return goods authorization number (RGA) must be obtained from Techlight before products will be accepted and/or credit issued. This return number must be clearly visible on all cartons. Returns will not be accepted on special orders. Refusal of a shipment does not absolve the buyer of any liability; once the product is shipped it becomes the property of the purchaser. All returns must be made within 90 days of delivery and must be shipped prepaid.

RETURNED GOOD POLICY

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 authorization number. All approved returns will be subject to a 30% handling charge, freight, and cost of reconditioning and repacking if it is deemed necessary to restore the goods to realable form. 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) Unsalable without excessive repair.
- (4) If the product is a custom color.
- (5) If the product is a custom order.
- (6) 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.

CANCELLATIONS

Notice of cancellation will not be accepted without a written request within a 48 hour period from Techlight receiving the order. 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. Cancellation of an order may subject the purchaser to a 25% cancellation charge, or cancellation charges based on materials and/or expenses incurred by Techlight.

NOTE: Special or custom orders are non-cancellable unless written consent is requested and obtained from Techlight. Orders shall be determined as “Special” or “Custom” at the sole discretion of Techlight.

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 irrevocable credit when deposited at our bank, your order will be processed immediately. If you prepay with a check, your order will be processed when the funds are transferred to Techlight’s account.
- 2) Open Accounts: Established businesses with a sound credit history are eligible for an open account with Techlight. Terms are Net 30.
- 3) Credit card: Techlight will process orders immediately when charged to an approved credit card. We accept Visa, Mastercard and American Express.

SALES TAX

Techlight is authorized to collect sales tax for merchandise and freight sold and shipped to customers without a current tax exemption certificate. If you are tax exempt, we must have a tax exemption certificate on file prior to shipment. If your purchase is taxable under laws of your city or state, you are advised to report and pay directly to the proper authorities.

LIMITED WARRANTY & LIMITATION OF LIABILITY

Techlight warrants its poles and 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.

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. Any finish damage or failure due to any circumstances out of the control of Techlight, including, but not limited to damages during shipping, handling, unpacking, or installation: damage cause by moisture or other contaminants; improper storage; damage or failure caused by acts of God; or other misuse or abuse will void all warranty claims. 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 the 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 to 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 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 fax number:

Techlight
2707 Satsuma Drive
Dallas, TX 75229
Fax: 214-350-9137

Note: Catalog pages are for reference only. 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

FIXTURE WARRANTY

Techlight warrants for a period of one year to the original purchaser, with proof of purchase, the fixture to be free from defects in workmanship. The product and finish must be properly handled, maintained, installed, and exposed to normal environmental conditions. Claims for system components such as lamps and ballasts found to be within their respective warranty periods should be made directly to the manufacturer through their local service center for field representative.

LAMP/BALLAST WARRANTY

LAMPS

Incandescent lamps, including halogen and quartz shall be warranted for a period of three months from the date of shipment.

HID and fluorescent lamps with a published rated life of less than 10,000 hours shall be warranted for a period of six months from the date of shipment.

HID and fluorescent lamps with a published rated life equal to or greater than 10,000 hours shall be warranted for a period of one year from the date of shipment.

BALLASTS

HID and magnetic fluorescent ballasts shall be warranted for a period of two years from the date of shipment.

LED WARRANTY

Techlight warrants the LED lighting Product(s) to be free from defects in material and workmanship for a period of three years for metal parts and finishes, and, three years for LED Light Engines and LED Power Components, from the date of shipment.

Note: Zinc LED Bullets must be used for all ground mount applications. Any Aluminum LED Bullet used in ground mount applications will only be warranted for a period of one year.

INDUCTION WARRANTY

Techlight warrants the Induction lighting Product(s) to be free from defects in material and workmanship for a period of one years for metal parts and finishes, and, five years for Induction Lamps and Electronic Induction Ballasts, from the date of shipment.

POLE WARRANTY

Techlight warrants the structural integrity or its standard poles for a period of one year and the finish of its standard poles for a period of two years from the date of shipment.

OPTIONAL T-GUARD FIVE YEAR WARRANTY

Techlight warrants the structural integrity and finish for its poles that have been treated with its optional T-Guard internal pole coating for a period of five years from the date of shipment. A T-Guard coating can be applied to any of our standard poles for an additional fee. Contact your Techlight sales representative for pricing.

OPTIONAL GALVANIZED TEN YEAR WARRANTY

Techlight warrants the structural integrity for its poles that have been treated with its optional Galvanized pole treatment for a period of 10 years and the finish for a period of five years. A galvanized treatment can be applied to any of our standard poles for an additional fee. Contact your Techlight sales representative for pricing.

HARSH ENVIRONMENT WARRANTY EXCEPTION

The use of any Techlight pole that is not purchased with a galvanized treatment and galvanized anchor bolts to be used in a harsh environment will not be warranted.

Techlight warrants the structural integrity and finish for its galvanized poles and anchor bolts for a period of one year from date of shipment for any product meeting the following harsh environment 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.

All warranties exclude 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 conditions 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.

Further, Techlight will not warranty the integrity of any custom made pole to fit existing anchor bolts in the field and accepts no liability for any collateral damage caused by the use of anchor bolts that may or may not be structurally unsound or improperly installed.