

# TERMS AND CONDITIONS OF SALE



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These Terms and Conditions of Sale apply to any and all products or services of NexLight, Inc. unless otherwise specifically agreed to in writing by NexLight, Inc.

### Quotations:

All prices are those in effect at the time of quotation. Quotations are valid for a period of ninety (90) days from the date of quotation. Contact NexLight, Inc. for updated pricing on invalid quotations.

### Hold for Release PO's:

A "hold for release" PO (HFR PO) will be required before NexLight, Inc. will provide a job submittal package. It will be the responsibility of the Purchaser to contact NexLight, Inc. to check if the HFR PO is still valid or if the quotation valid date can be extended. HFR PO's will not hold pricing valid for partial shipments due to Purchaser's directions, but pricing will be honored if it is a partial shipment due to supply chain issues.

### Minimum Order Amount:

All Purchase Orders must be in the amount of \$100.00 or more, product only. Shipping/services etc. cannot be applied to minimum order amount.

### Taxes:

Purchase Orders that do not have a sales exempt certificate or accounts without a resellers certificate will be assessed any applicable taxes when invoiced.

### Freight and Delivery:

Any orders that were quoted "freight allowed" will be shipped F.O.B. Origin, freight prepaid and allowed. Any orders that were quoted "prepay and add" will be shipped F.O.B. Origin, freight prepaid and add. Delivery and shipping dates are approximate and represent NexLight, Inc.'s best estimate of the time required to make delivery or shipment. All damaged or missing items must be reported to factory within 48 hours of receipt of the order. Any changes to shipping instructions after the order has been processed may incur fees from the shipping company and those fees will be charged to the customer.

### Transportation Claims:

Title to and risk of loss of goods shall pass to purchaser upon delivery of products by NexLight, Inc. to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of the purchaser.

### Payment Terms:

Upon credit approval, standard credit terms are Net 30 days from date of invoice. If purchaser does not pay any invoice, in whole or in part, when due, NexLight, Inc. shall assess a finance charge on any past due balance at a rate equal to one and one-half percent (1.5%) computed daily, per month or at the highest rate permissible under applicable law. NexLight, Inc. reserves the right to modify or withdraw credit terms at any time without notice. All purchase orders must be paid in full before NexLight, Inc. will schedule an on-site visit to commission the project.

### Return Merchandise:

Returns will not be accepted without prior authorization. NexLight, Inc. will issue an RGA form with a unique RGA number that must be included with the return shipment. Debit memos are not accepted. Custom products, including non-standard lighting panels, are not returnable. Return requests must be made within 90 days of date of shipment. All returns must be shipped prepaid to the location designated on the RGA form. Credit will be issued based on the original invoice price, less a minimum restocking fee of 40%. Credit will only be given for product in resalable condition. Return authorization will not be granted when the value of all items to be returned is less than \$300.00.

### Cancellations:

Cancellation of any order must be authorized prior to shipment to avoid cancellation and/or return charges. Any order requiring any custom components or non-stocked items may not be cancelled. If a delivery is refused at destination; warehousing, delivery and return costs will be charged to the customer.

*Effective May 1st, 2022*

