

Terms and Conditions

BEGA Limited Warranty

All materials and component parts, excluding lamps, ballasts and transformers are guaranteed to be free from defects of material and/or workmanship for a period of three years from date of shipment. Lamps, ballasts and transformers are covered to the extent of that particular manufacturer's warranty.

LED modules and drivers are guaranteed to be free from defects of material and/or workmanship for a period of five years from the date of shipment. Failure is defined as having 15% or more LED's not illuminated in a luminaire. BEGA assumes no responsibility for installation or proper selection of its products.

Limit of Liability BEGA's liability is expressly limited to the repair or replacement of such parts where, in our judgement, damage is caused by a defect and not misuse, and is limited to such repair and replacement being made at the factory. Freight charges to and from the factory will be borne by the purchaser. No claims for labor, performance, materials, or deductions from invoices will be allowed. Warranty is voided if any unauthorized repairs or alterations are made.

Damaged Merchandise All shipments are delivered to the transportation company in good condition. BEGA's liability ceases at that time. If a shipment is received damaged, recipient must accept the shipment and immediately contact the freight carrier for damage inspection.

If concealed damage is found, notify the delivering carrier at once and request an inspection. Without this inspection the transportation company will not consider a claim for loss or damage. If the carrier will not perform the inspection, recipient should prepare an affidavit that recipient contacted them, noting the time and date that they failed to comply with recipient's request. This along with the other papers in recipient's possession will support the claim.

If the shipment is not delivered in accordance with the quantity of cartons or packages as shown on the Bill of Lading and/or Freight Bill, do not accept it until such shortages are noted on the Bill of Lading and/or Freight Bill.

Damage or Loss in Transit Loss or disputes with carriers regarding damaged product does not relieve the buyer's obligation to pay the full amount of BEGA's invoice in a timely manner. Shipments must be inspected by the freight carrier immediately upon receipt for noticeable transportation loss or damage, and a claim entered at once with the carrier as stated.

All claims against BEGA, including claims for shortages and errors, must be made in writing ten (10) days after delivery. Failure to make any such claim within ten (10) days shall constitute acceptance of the merchandise and waive any such shortages, errors, or other claims.

Payment Terms Payment terms for credit approved orders are net 30 days from the date of invoice. A late payment charge of 1.5% per month will be added to all outstanding balances after 30 days from the date of invoice. The buyer agrees to reimburse BEGA for all incurred collection costs which are necessary to enforce payment of invoiced amounts.

Conditions of Sale

New Accounts Opening order of \$2,500 minimum required.

Prices and product information are subject to change without notice.

Freight Allowances Freight prepaid within the continental U.S. on any order or partial shipment over \$5,000. On shipments to Alaska and Hawaii, freight allowance applies only to port of debarkation from the continental U.S. BEGA reserves the right to route all shipments. Shipments will be made in any other manner requested by the customer, provided customer accepts all additional costs over normal shipping charges. All shipments are F.O.B. Factory at the purchaser's risk.

Drop Shipments BEGA reserves the right to refuse to make direct shipments to points of destination outside the regular assigned selling and service area of the distributor.

Cancellations All modified orders are noncancelable after release. Cancellation fee will be assessed for any product manufactured or partially manufactured.

Returns

1. Materials may not be returned for credit without prior written authorization from the factory.
2. Requests to return material must be made **within 60 days from the invoice date**.
3. The total value of the items to be returned must exceed **\$250.00**.
4. Approved returns must be accompanied by the appropriate Purchase Order number and Return Authorization number. Return Authorization number must be printed on the outside of the box.
5. Non-stock, modified, custom color or discontinued items are not returnable.
6. Return Authorization will **expire 90 days after the date that the Return Authorization is issued**. Materials will be refused and returned to sender if Return Authorization period of 90 days has expired.
7. Material accepted for return is subject to a minimum 50% restocking charge, including freight costs.
8. If returned for credit, material must arrive in new, resalable condition. Credit will not be issued for materials damaged as the result of improper packaging.
9. No RA will be issued against unpaid invoices.

Delivery Many cataloged products are stocked at the BEGA factory and are available for immediate shipment. In all cases, BEGA will do its utmost to meet customer requirements but cannot be responsible for delays beyond its control. No liability shall be sustained by BEGA by reason of not filling any order or portion thereof due to such delays.

Parts Miscellaneous replacement parts prices are available upon request.