

HessAmerica

GENERAL TERMS AND CONDITIONS

FREIGHT TERMS - Single shipments of light fixtures and brackets totaling \$3,500.00 net or more will be freight prepaid and allowed to any free delivery point within the Continental United States. **All shipments that include poles and/or site amenities (bench, bicycle racks, receptacles, etc) will be freight Prepay and Add. Freight charges for partial shipments at the request of the customer shall be Prepay & Add.**

Shipments outside the Continental United States, including Alaska and Hawaii, will be prepaid to a port of debarkation.

Freight on shipments less than \$3,500.00 net will be prepaid and billed to the customer.

PRICES - Prices are subject to change without notice. Merchandise will be invoiced at current published price at time of invoicing. Written quotations are firm for thirty (30) days unless otherwise noted.

PAYMENT TERMS - Payment terms are Net 30 Days.

MINIMUM ORDERS - All orders are subject to a minimum billing of \$100.00, plus sales tax and freight charges if applicable.

CLAIMS - FREIGHT: Shipments travel at purchaser's risk. Title passes to consignee on delivery to carrier. All claims for loss or damage in transit must be made to the delivering carrier by the consignee
- **DISCREPANCIES:** Customer has 10 days from receipt of shipment to notify HessAmerica and/or manufacturer's rep of any discrepancies

ROUTING - HessAmerica reserves the right to select carrier on all shipments. Special routing will be made at customer's request providing customer assumes any extra transportation costs.

ACKNOWLEDGED SHIPPING SCHEDULES - The shipment date indicated on the order acknowledgment, if any, is the best approximation of the probable shipment date and shall not be deemed to represent a fixed or guaranteed shipment date. HessAmerica shall not be responsible of any penalties or labor charges resulting from delayed shipments due to acts or causes beyond our control, or its ability to ship by the acknowledged date.

HOLD ORDERS - Orders received without a requested shipping date will not be processed for production until a definite date is received. Once a hold order is released by the purchaser, it will be subject to cancellation charges if returned to hold-for-release status. Pricing on a hold order is firm for sixty (60) days, thereafter subject to escalation.

CANCELLATION CHARGE - HessAmerica reserves the right to assess a minimum cancellation charge of 50% of the order value if the order is canceled after it has been released for manufacturing and/or processed for shipment.

STANDARD FINISHES - Standard finishes will be supplied, unless otherwise specified.

MISCELLANEOUS - Every effort is made to avoid errors and omissions in catalogs, price sheets, and other literature. HessAmerica does not assume responsibility for errors or omissions, nor is any warranty implied.

All invoices are subject to federal, state and local taxes. These taxes will be added to invoice where applicable.

Prices and terms are subject to change without notice.

HessAmerica will not be held responsible for difference between published weights as compared to actual weights, due to the normal variance in the specific density of metals, glass, and packing material provided.

HessAmerica

LIMITED WARRANTY POLICY

HessAmerica warrants its products against defects in materials and workmanship for proper usage for a period of three (3) years after ship date, when properly installed, and appropriately specified. The customer shall notify HessAmerica within ten (10) working days of observing any defects, other than normal wear and tear, by phone at 864-487-3535 or fax at 864-487-3175 or by mail. Upon preliminary determination of warranty validity, and actual defects, a Return Goods Authorization number will be issued. If so advised by our warranty department, the customer shall, at their expense, return the product to the factory where a final determination on validity of the warranty claim shall be made. HessAmerica reserves the right to repair or replace the product as it deems appropriate for each individual situation or product. The repaired or replaced product will be returned to the customer in a timely fashion, freight collect or prepaid by the customer. The warranty in the replaced or repaired product shall continue for a period of three (3) years from the original ship date. Failures to properly install, maintain, use or pay for the products in full or properly notify the factory shall render this warranty null and void. This warranty applies only to product manufactured by HessAmerica and does not apply to products manufactured by other manufacturers used in conjunction with our products. HessAmerica shall not be responsible for any liabilities incidental to the warranted product including, but not limited to, freight charges to deliver the product to or from the factory, penalty or late charges, labor to remove or install warranted products. Installation of pole without a fixture, the unauthorized attachment of decorations, banners, flags, etc. or supplying incorrect wind loading or application information shall void the pole warranty.

Ballast are covered by the ballast manufacturer's warranty (at least two (2) years). Lamps that are included in the HessAmerica lighting fixtures are covered by the lamp manufacturer's warranty.

The paint finish is warranted in accordance with the above policy for a period of three (3) years.