

## TERMS AND CONDITIONS

### **PAYMENTS**

Unless otherwise stated in a separate agreement or quotation, payment terms are thirty (30) days net from date of invoice, invoice date being date of shipment.

### **SHIPMENTS**

1. Full freight will be allowed on shipments \$4000.00 or more to destinations in the U.S.
2. Air freight shipments will be made upon request by the customer if the customer will assume all transportation cost.
3. Shipments will be made prepaid and all charges added to the invoice, unless customer request shipment collect.

### **PRICING INFORMATION**

1. Quotations must be in writing and terminate 30 days after issue date, unless otherwise stated, and must be signed by persons authorized to make such quotations.
2. Orders will not be accepted if incorrect prices, discounts, or terms appear on the purchase order.
3. Prices are subject to change without notice and are those in effect at the time of shipment.

### **CANCELLATIONS**

1. Written notification of cancellation must be received prior to the manufacture and shipment of products.
2. Cancellation orders will be accepted only with the understanding that INDUSTRIAL/RIG LIGHTS, INC. will be reimbursed for costs incurred as a result of the cancellation.

### **CLAIMS**

1. Claims for shortages or deductions for erroneous charges must be made within fifteen days or will not be allowed.
2. Material manufactured to order will not be returnable for credit.

### **LIMITED WARRANTY**

INDUSTRIAL/RIG LIGHTS, INC warrants all products supplied hereunder against defects in material or workmanship for a period of one (1) year from the date of shipment. Should any defect occur within that one year period., INDUSTRIAL/RIG LIGHTS, INC. upon prompt notification, will at its sole option, exchange or repair the defective products or refund the purchase price. No products claimed to be defective within the above warranty period will be accepted for return, repair, or replacement without the prior written authorization of INDUSTRIAL/RIG LIGHTS, INC.

INDUSTRIAL/RIG LIGHTS, INC does not warranty or agree that its product meet any particular plans or specifications unless such plans and specification are forwarded to INDUSTRIAL/RIG LIGHTS, INC and INDUSTRIAL/RIG LIGHTS, INC expressly agrees in writing that its products will conform to such plans and specifications. This LIMITED WARRANTY shall not extend to any products manufactured by INDUSTRIAL/RIG LIGHTS, INC. which have, whether intentionally, unintentionally, or accidentally, been subjected to misuse, neglect, mishandling, abuse, unauthorized repair or modification or misinstallation.

LIMITATIONS AND EXCLUSIONS: The foregoing warranty is in lieu of all other representations and expressed and implied warranties (including the implied warranties of merchantability and fitness for use) and under no circumstances shall INDUSTRIAL/RIG LIGHTS, INC. be liable for any incidental or consequential damages or losses of any kind (including without limitation transportation or shipping costs, labor or other charges for adjustments, repairs, replacement parts, or installation or re-installation of product), except to the extent such limitation or exclusion is prohibited by applicable law.

INDUSTRIAL/RIG LIGHTS, INC total liability hereunder shall be limited to the purchase of the product or products in question.

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