



Sales Terms and Conditions

These Terms of Sale apply to all sales of products by Ex-Lite Inc. ("Ex-Lite") to any purchaser ("Buyer").

These terms will be deemed accepted by Buyer placing an order, accepting the goods, or tendering full or partial payment. Ex-Lite's failure to object to provisions contained in any communication from Buyer will not be deemed a waiver of these terms. Any additions to, or deviation from these terms, must be proposed to Ex-Lite at its office and must be accepted in writing by an officer of Ex-Lite before such terms will become part of the contract. Buyer is responsible for complying with these terms and for reviewing these terms on a regular basis to ensure that Buyer is aware of changes in these terms.

Pricing & Quotations

Contact your local sales representative or Ex-Lite customer service for the current price list. All prices are list prices and do not include shipping, handling, additional custom fabrication charges, installation or taxes. All prices are subject to change without notice.

Payment Terms & Policies

Buyer must complete and sign Ex-Lite's Credit Application as well as Ex-Lite's Sales Terms and Conditions for their account to be opened. Buyer must also send Ex-Lite their Blanket Certificate of Resale, which must contain a valid sales tax exemption number for the Buyer's respective state.

Specific payment terms are indicated on all invoices. Typically, payment terms/dating are net thirty (30) days from invoice date for approved Buyers. Buyers will be on pre-pay (payment in advance) terms until they are granted net 30 terms.

The Buyer's credit limit will be determined at the time payment terms are granted.

All payments can be remitted to the address indicated on the invoice, currently 2047 S Baker Ave, Ontario CA 91761.

Ex-Lite accepts the following forms of payment:

Credit cards (Visa, MasterCard, American Express and Discover). (2% credit card transaction fee will be applied)

Corporate checks, money orders, ACH and wire transfers (wire fees are the responsibility of the payee).

Sales taxes will be applied to all orders being shipped to a California address at the rate of 8%, unless Ex-Lite has a tax-exempt form on file.

Past due accounts shall be charged a service fee of 1.5% per month or the maximum legal rate of interest, whichever is less. Ex-Lite may suspend delivery of any order until any past due payments are made.

Buyer agrees to submit financial information as may be reasonably requested by Ex-Lite to establish and/or continue credit terms. Ex-Lite will verify references, status with D & B, and the BBB. Ex-Lite, at any time, may change credit limits or cease credit to a Sales Partner.

Purchase Orders

All orders must be placed in writing with an authorized Ex-Lite sales representative or our order department. We will need the company name, a purchase order number (if applicable), the item numbers and quantities being ordered. The Sales Buyer will receive a written acknowledgement from Ex-Lite once the order has been accepted.

Ex-Lite does not guarantee the availability of any Products and reserves the right to discontinue or change the specifications of Products at any time without notice. We reserve the right to change the design of a product in an ongoing effort to improve our quality and design.

Ex-Lite will make every effort to ship in stock orders within 2 business days. If an item is out of stock and will not be available within this time frame, we will notify you of the delay via email or phone. Custom orders could delay shipment within the above time frame. If you are under a deadline please contact us at 909-923-9623 or info@ex-lite.com to verify production time.

All custom/special orders require a deposit to be placed. Custom/special orders cannot be cancelled or changed once received by Ex-Lite and they are non-returnable (NCNR). Unless otherwise discussed, lead-time on custom orders may vary depending on product availability and complexity of the order.

Shipping Terms & Policies

Freight prepaid amount depends on different time zones (continental US), from West to East \$2000, \$3000, \$4000 and \$5000. This policy excludes air shipments and custom/special orders. No freight allowed on orders drop shipped to a residence. Orders only qualify for free freight if payment terms are met. Ex-Lite typically ships via UPS and FedEx Ground. If expedited shipments or specific carriers are requested, the request must be in writing and the cost will be the responsibility of the requester.

Items shipping outside the continental US incur additional costs. Customers will be given a freight estimate when order is processed and notified via email. Actual shipping charges will be provided via email once the order is shipped.

Ex-Lite is not responsible for shipments after they have been accepted by shipping company. Risk of loss and title pass to the customer upon our delivery to the carrier. Buyers must examine all arriving merchandise, note visible damage on the bill of lading and if necessary, file a damage claim with the carrier. Buyers should refuse damaged shipments.

Return Policy

Product is not returnable without the written consent of Ex-Lite. Returned goods require a Return Merchandise Authorization ("RMA") number. Unless defective, are subject to a minimum restocking charge of 25%. Shipping and handling charges are non-refundable. Returns must be requested from the Buyer within thirty (30) days after an order placement. Note that no returns on custom orders or discontinued items are accepted.

Buyer must contact Ex-Lite and submit a completed RMA request form within thirty (30) days of receipt of the order. RMA request forms are available from customer service. Please send completed RMA request forms via email to info@ex-lite.com. Ex-Lite will not accept returns without prior authorization and the appropriate RMA number. Product returned without authorization may be refused or returned at shipper's expense.

Once issued, RMA numbers are valid for thirty (30) days within which time returned Products must be received by Ex-Lite. The RMA number must be prominently displayed on the shipping label for the returned product. The Buyer must send Ex-Lite a copy of the invoice marked "Returned for Credit".

All returned goods must be in excellent, resalable condition and packaged in the original carton with all inside packing intact. Products will be inspected upon return and any service or repair needed to place them to resalable condition will be charged and added to the restocking charge. A 25% restocking charge may apply.

Product refunds will appear as a credit on billing statement.

Warranty Policy Summary

Ex-Lite warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of FIVE **(5) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty does not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED. Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period. In order to make a warranty claim, you should notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Ex-Lite either by email or phone. Seller reserves the right to modify this warranty from time to time. Any

modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Limitation of Liability

Ex-Lite will not be liable under any theory of relief, including without limitation breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to this agreement or products provided hereunder or Ex-Lite's acts or omissions for: (i) any indirect, incidental, special or consequential damages, whatsoever (including without limitation, loss of anticipated value of a business or its reputation) or (ii) any damage or loss in excess of the price actually paid by Buyer for the products that caused the damages. Any action by Buyer must be commenced within one year after the cause of action has accrued.

Ex-Lite Inc.

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