

ACCEPTANCE

A contract shall be formed when acceptance of the Purchaser's order is confirmed in writing by **Beghelli USA**. All purchase orders are accepted and executed on the understanding that the Purchaser is bound by these Terms & Conditions. Where there is any inconsistency between these Conditions and any conditions that the Purchaser seeks to impose, these Conditions shall prevail. These Conditions, together with any special terms and conditions agreed in writing by the parties, and any documents referred to in Conditions or elsewhere in the contract, shall constitute the entire agreement between **Beghelli USA** and the purchasers and supersede an previous agreement or arrangement between them relating to the subject matter thereof. This Contract may not be amended or varied except in writing duly executed by an authorized officer of **Beghelli USA**.

PAYMENT TERMS

Upon credit approval, **Beghelli USA** customer payment terms are scheduled as NET-30 days from the date of the invoice. Any payment not received within the set terms shall be considered late and past-due contractual terms of payment. Past due invoices shall be subject to an interest rate charge of 1-1.5% per month, or fraction thereof, or the maximum permitted by law, whichever is less. In the event that it becomes a necessity for **Beghelli USA** to employ an attorney or incur other costs in relation to the collection of past-due payments, the customer agrees to pay all reasonable costs incurred for such collection.

PRICING

All pricing is set by **Beghelli USA** and are Net F.O.B. factory (point of shipment origin). The amount of any applicable sales tax, excise duty or levy shall be added to the billing unless appropriate exemption certificates are provided to **Beghelli USA**. The purchaser shall indemnify and hold harmless **Beghelli USA** in respect to any loss, cost or expense incurred by the Company as a result of, directly or indirectly, of the Purchaser's instruction or through any delay whatsoever in taking delivery or through any other act, neglect or fault on the part of the Purchaser, its servants, agents or employees. The price of the Goods shall be due in full to the Company in accordance with the terms of the Contract and the Purchaser shall not be entitled to exercise any set-off, lien or any similar right or claim. All prices and terms are subject to change without notice.

TECHNICAL INFORMATION AND ILLUSTRATIONS

All descriptive specifications, drawings and particulars of weights and dimensions issued by **Beghelli USA** are approximated only and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract. Any data, technical information or performance data provided by **Beghelli USA** are based on tests performed under standard conditions and cannot be guaranteed under different conditions. **Beghelli USA** may make any changes in the specifications of goods as required to conform with any applicable safety or electrical code requirements and/or do not materially affect their quality or performance.

DELIVERY SCHEDULE

Upon receipt of purchase orders, **Beghelli USA** assigns scheduled shipment dates if not specified on the standing order. The times quoted are to be treated as estimates only. In all cases, whether a shipment time is quoted or not, the times for shipment shall be extended by a reasonable period if delay in shipment is caused by instructions or lack of instructions from the Purchaser, or by industrial dispute, or by any cause whatsoever beyond **Beghelli USA's** reasonable control. **Beghelli USA** shall not be liable for delays in delivery due to causes beyond our reasonable control. Severe weather conditions, fires, strikes, floods, delays of carriers or delays arising from labor difficulties, shortages, stoppages or any sort can all effect the estimated delivery time.

FREIGHT ALLOWANCE

All shipments are F.O.B. factory or point of shipment origin. Title passes to purchaser upon delivery by us to the carrier, and all claims for damages or shortages in transit shall be made by the purchaser with delivering carrier. All orders for product having a distributor price of \$1000.00 or more for one shipment to one location qualify for freight allowance. All orders less than a \$1000.00 distributor price will be assessed freight and handling charges. **Beghelli** freight allowance is not offered on AC Standby (Inverter) systems. For all orders that qualify for freight allowance, **Beghelli USA** reserves the right to select the carrier and to route shipments at our discretion. We will ship in the manner selected by the purchaser provided the purchaser assumes any additional transportation costs. Any and all claims related to loss, shortage, breakage or shipping errors of product received shall be reported in writing within 5 days of receipt of delivery.

RETURN OF GOODS

No merchandise may be returned without written prior authorization from **Beghelli USA**. At **Beghelli USA's** discretion, Emergency lighting and exit signs shown in the current catalog can be returned for credit provided they are in unused, mint condition and are in the original, factory sealed packaging. Requests to return product must be made with one of our agents for transmittal to **Beghelli USA** within 12 months from the date of shipment by us. When requesting the RGA, the purchaser's name, original purchase order number and reason for request must be submitted. RGA's are valid for 30 days. Returned goods must be received by **Beghelli USA** within the 30 days or the RGA becomes void. Transportation charges must be prepaid. To preserve the return, all returned product must be properly packed to prevent shipping damage. The factory issued RGA number must be clearly marked and visible on the exterior packaging. Goods returned without a valid RGA cannot be accepted and will be redirect to the purchaser, at the purchaser's expense. **Beghelli USA** will notify customer accordingly. If a part is damaged or lost during transit, the purchaser is responsible for directing a claim to carrier.

All stock products containing time sensitive components that have reached the end of their warranty or shelf life are not returnable. All non-stockings, special, custom made and modified products are not returnable. Out-dated or phase-out stock products are also non-returnable. Returned goods that are not defective are subject to a standard restocking fee. All product returns are subject to inspection and approval. Returned goods that are not defective are subject to a standard minimum restocking fee of 35%.