

CBA Lighting & Controls, Inc.
PO Box 3220, 10 Northgate Drive
Windsor Locks, CT 06096-3220
Ph: (860) 623-1924 Fax: (860) 623-9941

Terms and Conditions of Sale (Effective December 21, 2018)

Order Acceptance - We reserve the right to request a formal written purchase order. Website orders are subject to verification. For special, non-stock and large volume orders a deposit on order entry may be required. MINIMUM ORDER is \$100.00 net. Orders not meeting the stated minimum may be subject to a small order handling charge.

Order Cancellation and Changes - Canceled orders may be subject to a CANCELLATION FEE equal to 20% of the order value with a MINIMUM OF \$25.00. Cancellation of large volume and non-stock orders are also subject to any additional fees imposed by our suppliers. Special orders cannot be canceled. Orders for in-stock goods are usually released for shipment immediately upon acceptance. Any changes after order release may be treated as cancellation and re-entry.

Returns - A RETURN AUTHORIZATION IS REQUIRED. Credit on returns is contingent upon examination and suitability for resale. Returns are subject to a RESTOCKING FEE OF 25% of the selling price with a MINIMUM OF \$25.00. UNAUTHORIZED RETURNS AND REFUSED DELIVERIES will be assessed a \$50.00 surcharge in addition to the restocking fee. SPECIAL ORDER PRODUCTS AND CLEARANCE ITEMS CANNOT BE RETURNED. No credit on shipping and handling charges. Customer is responsible for return shipping charges. ABSOLUTELY NO RETURNS AFTER 60 DAYS FROM DATE OF SHIPMENT.

Shipping Terms - Unless stated otherwise, all goods are supplied FOB SHIPPING POINT. We ship via the carrier of our choice. Customers requesting that shipping be billed to the recipient's shipping account or a third party account may be charged a handling fee. Shipping and handling charges apply to all orders in accordance with the schedule in effect at the time of shipment. Orders requesting expedited delivery accept all delivery charges on order entry without recourse.

Partial Shipments - Partial shipments requested by or specified by the purchaser may be treated at our sole option as two or more unique orders in all aspects, including shipping charges and invoicing, and must be accepted as such by the purchaser.

Damage Claims and Shipping Errors - Claims for shortages, shipping damage or order errors must be made WITHIN 5 BUSINESS DAYS OF RECEIPT. Please contact us for instructions before placing any claim with the carrier.

Prices and Payment Terms - ALL PRICES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. Government agencies are generally granted Net 30 payment terms from date of invoice. Commercial entities may apply for Net 30 terms upon placement of an order exceeding \$300. All past due accounts are subject to a FINANCE CHARGE OF 1.5% PER MONTH (18% per year) on the unpaid balance with a MINIMUM MONTHLY CHARGE OF \$5.00. All others must send payment in advance or pay by an accepted credit card. NO COD ORDERS. IF A CREDIT CARD CHARGE IS DECLINED an additional service charge may be applied. Payment processing on Credit Card orders for stock items occurs when the order is released for shipment and at order entry for all others. Invoices paid by credit card more than 10 days after the invoice date will be assessed a convenience fee equal to 3.5% of the invoice amount. Purchaser is responsible for all costs involved with collection of past due accounts. We reserve the right to suspend credit and/or shipment on delinquent accounts. A \$50 charge is applied to any checks which are returned by the bank for insufficient funds.

Sales & Use Taxes - PURCHASER MUST SUBMIT A TAX EXEMPTION FORM OR WRITTEN STATEMENT OF EXEMPTION in order to claim exemption from sales and use taxes. If not exempt, we reserve the right to act in accordance with any applicable laws in effect at the delivery destination on the date of shipment.

Delivery - Any delivery schedule stated is an estimate only. We will make every reasonable effort to meet or exceed our stated delivery schedule. If shipment must not occur until a specific date it must be indicated at order entry. In such cases, we reserve the right to invoice the goods prior to the requested date of shipment.

Warranty - Manufacturers' warranty terms apply. WARRANTY CLAIMS MUST BE SUBMITTED TO CBA LIGHTING & CONTROLS, INC., NOT THE EQUIPMENT MANUFACTURER. Warranty on light bulbs is limited to manufacturing defects only. There is no warranty express or implied as to the performance and/or rated life of light bulbs.

Limitation of Liability - CBA Lighting & Controls' liability on any claim for damage or loss shall not exceed the purchase price of goods involved in the claim. We shall not be liable for any consequential damage or loss including, but not limited to, lost revenues, labor costs, downtime costs, or delivery delays due to conditions beyond our control including, but not limited to, shipping and supplier delays.

General - Any additional or different terms or conditions set forth on, or referenced by, the Buyer's purchase order are objected to and will not be binding upon us unless specifically accepted in writing by an Officer of CBA Lighting & Controls, Inc. Order acceptance does not constitute acceptance of terms or conditions in conflict with those stated herein or on a valid price quotation. We reserve the right to modify these terms and conditions without notice.