

1. Agreement

These Terms & Conditions constitute the entire agreement between the parties and supersede any previous agreements or understandings.

2. Terms:

Payment terms are net 30 days from the invoice date. Interest of 2% per month plus any Attorney's fees and costs will be assessed on all past due accounts. Any applicable payment discounts shall not apply to other charges such as shipping, taxes or insurance

3. Pricing:

Written quotations are valid for 30 days unless otherwise specified. Pricing is subject to change without notice. In the event of a price increase, orders shipped prior to the effective date of the change, will be shipped at the price stated on the purchase order. Orders released after the effective date will be billed at the new price. Minimum order will be \$250.00 and \$50.00 on replacement parts.

4. Shipping & Handling:

All prices are FOB shipping point. Freight allowance will begin on orders greater than \$1,500 per shipment per location for product shipped in the continental U.S. While every effort will be made to ship products as required, any delay or failure due to strikes, lockouts, fire, acts of god or other circumstances beyond the control of Barron Lighting Group will not constitute a breach of contract. All Barron Lighting Group products are inspected for mechanical defects prior to shipment. Title of material passes to the buyer upon delivery by Barron Lighting Group to the carrier and any claim for damage or shortage in transit shall be made by the customer to the carrier. Any claims for shortages must be made within five days of delivery. Barron Lighting Group shall assist in any way possible.

5. Taxes:

All prices, quotations, orders and agreements are subject to local state and federal taxes. These taxes will be added to the invoice unless legal proof of exemption is provided.

6. Returns & Cancellations:

Returns as a result of a buyer error will be charged freight both ways and a minimum service charge of 35% will be assessed. This amount will be deducted from the credit, if applicable, to cover the cost of handling, unpacking, inspecting, and breakdown of component parts. Orders for stocking items as defined by Barron Lighting Group may be cancelled without charge. All special orders or non-stocking items are non-cancellable, non-returnable for any other reason than defective. Buyer shall have 30 days to return product in a saleable condition to receive any credit.

7. Standard Packaging:

Barron Lighting Group reserves the right to alter the quantities of any order to conform to standard packaging.

8. Return Policy:

- a. Merchandise is not returnable without the written approval of Barron Lighting Group.
- b. Request for an RGA must be made in writing within 30 days from the date of shipment. Any material returned without an RGA will be returned to the customer, freight collect, and no credit will be issued. Freight shipment to the factory will be prepaid by the customer.
- c. All material must be received in a saleable condition and in the original packaging. Products will be inspected upon return to determine whether it will be repaired or replaced as long as it is within the warranty period. RGA's will not be issued for discontinued products.
- d. All non-stock, special, custom made or outdated and modified versions of normal factory stock items are non-returnable.
- e. Contractor back charges or charges for rental equipment will not be accepted without prior written approval.

When requesting an RGA, please be sure to include:

- Distributors name
- Original purchase order number and date
- Barron Lighting Group catalog number
- Quantity of product to be returned
- Reason for return

Include a copy of the RGA with the returned goods and mark all boxes with the RGA number.

All warranties are void if the material is found to be defective for any other reason than manufacturer's defect of workmanship.

Invoices for replacement material are due in full. Credit will only be given when defective material is returned to Barron Lighting Group.

ALL RETURNS MUST BE SENT TO:

Barron Lighting Group
Returns Department
1911 W. Parkside Lane
Phoenix, Arizona 85027

9. Governing Law:

These Terms & Conditions are made in accordance with the laws of the state of Arizona. Any litigation resulting from the sale of products manufactured by the Barron Lighting Group shall be litigated in the state of Arizona.