

GENERAL TERMS and CONDITIONS of SALE

General

In the event of a conflict between the buyer's terms and conditions, the buyer, by virtue of the acceptance of shipment or merchandise ordered, acknowledges that the following terms and conditions shall take precedence and shall apply.

Payment

1. Terms are Net 10 days from shipment of order from Amerlux.
2. Amerlux reserves the right to charge 18% APR interest on all past due invoices.
3. If any shipment that is made by Amerlux in accordance with the buyer's instructions is refused, the buyer shall be responsible for payment of merchandise, storage, handling, and re-delivery charges incurred.
4. Amerlux shall be entitled to reimbursement by the buyer for all expenses (including reasonable attorney's fees and other costs) incurred by it in collecting any past due amounts.

Pricing

Orders received with unit prices which are less than the unit prices found within this price book will not be processed unless accompanied by an authorized Amerlux Quotation.

Effective 2/8/21, Amerlux Overage Policy split is 75/25 provided pricing is at Amerlux 10% commission level. Any pricing below does not qualify for overage.

The prices shown in Amerlux's price list or any order acknowledgement are prices prevailing at the present time.

Amerlux reserves the right to change such prices at any future date. Unless otherwise specifically provided in writing, orders will be billed at prices prevailing at time of shipment.

Prices issued by a written standard quotation are firm for 60 days from date of quotation.

Every effort is made to avoid errors in catalogs, price sheets, specification sheets and other data. Amerlux will not accept responsibility for charge backs in connection with errors of measurements, prices, descriptions, etc.

All quoted track pricing excludes any factory drawings.

Custom / Change Orders

CUSTOM MADE PRODUCTS INCLUDING ALL BUSWAY, LINEAR PRODUCTS, AND SPECIAL PAINT FINISHES ARE NON-CANCELABLE AND ARE NON-RETURNABLE. ALL CHANGE ORDERS WILL BE SUBJECT TO A MINIMUM \$2500.00 CHANGE ORDER FEE. CHANGES IN DRAWINGS WILL AFFECT PRODUCT LEAD TIMES.

Standard Linear Lead Times

4 to 6 weeks determined from time of clean release; including purchase order and signed approved drawings.

Excludes custom linear. *Custom linear applies to any linear product that is not shown on Amerlux specification sheets. Consult Factory.

Freight

1. Freight is allowed on all orders shipped within the Continental U.S. valued at or above \$3,000.00. Freight charges for orders under \$3,000.00 will be prepaid by Amerlux and billed to the buyer. Orders destined for outside the lower 48 U.S. states will be shipped to the nearest U.S. Port.
2. Additional freight charges incurred, due to special request by the buyer, such as Air Freight (Overnight or other), Crating, and Handling Charges, etc. will be prepaid by Amerlux and billed to the buyer unless otherwise noted.
3. Quotes issued to Canada are in US dollars and do not include Canadian taxes.

Note to Customers outside the Continental U.S.: On freight allowed orders, freight will be allowed, within terms, to the U.S. border to a broker of your choice. Transportation beyond the border on any shipment is the responsibility of the customer.

Anchor Bolt pre-shipment: When anchor bolts are requested to be pre-shipped, the customer will be responsible for 100% of the pre-shipped freight cost. It will be billed on the invoice as a nondeductible freight expense.

Freight Damages / Shortages

Shipment must be inspected upon receipt and exceptions noted on the freight line bill of lading before any freight damage or shortages will be honored. Amerlux must be notified immediately of any shortage or damage in shipment. We will not be responsible for concealed damage that is found after the period allowed by the freight company (generally 4-5 days).

Specialized Equipment

Additional charges for specialized equipment (i.e.: Lift gate, Flatbeds etc.) may apply. Include specialized needs on purchase orders (see ordering procedures).

Returned Goods

1. Orders for custom made products, including all linear products, or for special paint finish on standard product are non#cancelable and are not subject to return.
2. Returns of standard, non#custom products are subject to a 50% handling and restocking charge.
3. All returned goods must be accompanied by a Return Goods Authorization Number (RGA #) assigned by Amerlux.

Requests to return non-defective surplus material must be made within 60 days from the date of shipment.

1. Returns must be made freight prepaid within 45 days of the date of issuance of the RGA.
2. Non defective surplus merchandise must be returned in the original factory sealed cartons in saleable condition.

Limited Warranty

Please visit the Amerlux website at www.amerlux.com/about-us/warranty for full details.