



**Solas Ray Lighting**, a division of Continental Manufacturing, LLC

## **Standard Terms and Conditions of Sale**

*Revised 8/25/16*

### **Acceptance, Payment Terms and Service Charges**

The Buyer's Purchase Order constitutes an offer by Buyer to purchase Goods in accordance with these Terms and Conditions. Payment terms are 50% Deposit at time of order and balance due at time of shipment unless credit has been approved. Payment terms on credit approved accounts are net 30 days. All special orders require a 50% Deposit. Any invoice not paid in full within 30 days of the date thereof shall accrue service charges on the unpaid balance at the rate of 1% per month. Payment will be applied first to Court costs and attorneys' fees (if any), then to service charges, and then to principal.

### **Product Warranty**

Warranty for Solas Ray Products can be found and downloaded from our website: <http://solasray.com/terms-warranty/>. The warranty that applies to a specific purchase is the one in effect at the date the product is shipped. Applicant agrees that their only remedy against Creditor for product that allegedly does not conform to Applicant's specifications shall be replacement of such non-conforming product, and Applicant agrees that Creditor shall not have liability for Applicant's incidental or consequential damages.

### **Returns and Cancellations**

Return of Goods shall be made in compliance with Seller's Return Policy, which can be downloaded from our website <http://solasray.com/terms-returns/>. All sales are manufactured "to order" and orders may not be cancelled after a PO is received. If circumstances warrant special consideration of an exception, contact Customer Service Representative. If an exception is made, it will be confirmed in writing with the appropriate cancellation fee, which will be no less than the amount Seller has already invested in manufacturing the order including but not limited to investment in components, labor and freight, with a minimum charge of 25% of total order.

### **Delivery, Title, and Risk of Loss**

Products shall be sold FOB Seller's shipping point for shipment to any location designated by Buyer and shall be deemed delivered to Buyer when picked up by the transportation company at the shipping point. Unless otherwise agreed in writing by seller, all transportation charges and expenses shall be paid by Buyer.

### **Performance**

Seller will make a reasonable effort to meet promised delivery dates, but shall not be liable for any delay in delivery or failure to perform due to acceptance of prior orders, strike, lockout, riot, war, fire, act of God, accident, or delays caused by any subcontractor or supplier or by Buyer. Buyer agrees that such delay in delivery or failure to deliver or perform any part of this Agreement shall not be grounds for Buyer to terminate unless the delay extends beyond three (3) months from the originally scheduled delivery date, in which case either party may, with written notice terminate this agreement without further liability for the unperformed part of the Agreement.

### **Liquidated Damages for Collection**

In the event Applicant defaults on this account and Creditor refers collection of this account to an attorney or Collection Agency, Applicant agrees to pay any collection costs incurred including but not limited to collection services, attorneys and court fees, with a minimum fee of 20% of all amounts to be collected.

### **Disputes**

Disputes over services or payments will be handled first by non-binding mediation. If resolution is not accomplished, disputes will be resolved by binding arbitration, with a licensed arbitrator agreed upon by both parties.

### **Governing Law**

This agreement is executed in Indiana and shall be interpreted, construed and enforced in accordance with Indiana law.