

POLICIES AND PROCEDURES

CREDIT TERMS AND CONDITIONS

In order to possibly qualify for credit terms for your company, you must fill out an Advantage Environmental Lighting Credit Application form. The references that you provide will be verified, and credit may be provided prior to any purchases using credit terms. Advantage Environmental Lighting hold the right to choose to ask for additional information if necessary. During the credit approval process the customer may still purchase product via prepayment with a credit card or check. Once we have offered credit terms, payment for all product is due within the agreed terms of your account. We normally will offer a NET 30 Days term unless special consideration has been made and agreed upon. If payment is not received within the agreed upon terms, and your account is more than thirty (30) days past due, your account may be subject to accruing late fees and/or subject to interest up to the maximum permitted by law. Advantage Environmental Lighting reserves the right to approve or deny credit terms at it's sole discretion. Local and state sales taxes outside of the state of Texas are the purchaser's sole responsibility.

ORDERING Advantage Environmental Lighting is happy to customize any fixture or create a fixture especially for your needs. At this time, we do not have a minimum order quantity. We require all orders to be in writing (Purchase Order or otherwise), sent via email. On orders specifying a "hold for release," Advantage Environmental Lighting reserves the right to revise freight, pricing, and terms and conditions of sale in accordance with the conditions in effect at the time of release of shipment.

SHIPPING AND FREIGHT Freight charges will be added to your invoice unless your order meets Advantage Environmental Lighting's freight allowance minimum (\$4,000.00) <u>Pole orders excluded from freight allowance, contact factory</u>. Advantage Environmental Lighting reserves the right to select the carrier of our choice. If a specific carrier is requested, the customer will be charged the freight cost. For freight claim information, please refer to our Advantage Environmental Lighting Claims Procedure form located on our website.

RETURNED PRODUCT / RESTOCKING POLICY If you would like to return your product for any reason, you must notify Advantage Environmental Lighting in writing within 12 calendar days. If Advantage Environmental Lighting has authorized a return, a standard 35% restocking fee will be applied on any product returned for credit or exchange and the costumer will be responsible for the return freight cost. Please note that Advantage Environmental Lighting will not accept product back to our facility without Advantage Environmental Lighting's informed consent. All approved returns may be subject to a 30% handling charge, freight, and cost of reconditioning and repackaging if it is deemed necessary to restore returned goods to their initial condition. Advantage Environmental Lighting reserves the right to refuse return authorization for any orders.

CANCELLATIONS Cancellations will not be accepted without a written request. You must notify Advantage Environmental Lighting immediately, and the cancellation request must be made prior to shipment. Returned product/restocking policies may apply at Advantage Environmental Lighting's sole discretion. Labor and custom order materials may be charged if these items have been ordered or are in production. Please know that Advantage Environmental Lighting reserves the right to deny a cancellation for any order, including custom or rush orders.

SALES TAX Advantage Environmental Lighting is authorized to collect sales tax for product sold and shipped, and freight, to all customers without a current tax exemption certificate. If you are tax exempt, we require your tax exempt certificate to be on file prior to your shipment. If your purchase is taxable under laws of your city or state, you are advised to report and pay directly to the proper authorities.

INTELLECTUAL PROPERTY Nothing herein shall be construed to grant any purchaser or any end user of Advantage Environmental Lighting product any right, title, or interest in or to any intellectual property rights (including, without limitation, any copyright, trademark, or patent) embodied in or associated with the products, services, or service offerings.

GENERAL Unless otherwise specifically agreed in writing by an authorized representative of Advantage Environmental Lighting, any different or additional terms and conditions proposed by any purchaser in a purchase order, response to a proposal or quotation, are hereby rejected by Advantage Environmental Lighting and shall not be incorporated into any order or other agreement for the sale of Advantage Environmental Lighting products, services, or other offerings. These terms and conditions, together with any warranty statement by Advantage Environmental Lighting, constitute the entire sales agreement between Advantage Environmental Lighting and the purchaser, unless they are expressly made part of a written agreement between Advantage Environmental Lighting and the purchaser. These terms and conditions supersede all those previously published or issued by Advantage Environmental Lighting. All orders are subject to final acceptance by Advantage Environmental Lighting.

PLEASE VIEW OUR TERMS AND CONDITIONS OF SALE FOR ALL ADDITIONAL TERMS AND CONDITIONS.