



PARAFLEX
Fast Flexible Focused Lighting

TERMS & CONDITIONS

EFFECTIVE MAY 1ST 2019



TERMS AND CONDITIONS OF SALE

It is agreed that this order is subject to the terms and conditions as listed below and that Paraflex shall not be bound by any other terms or conditions contained in purchaser's purchase order or otherwise. All merchandise remains the property of Paraflex until paid in full.

CONDITIONS

- » A) All orders are subject to terms and conditions contained herein.
- » B) Paraflex shall not be bound by any terms or conditions, whether contained in purchaser's purchase order or otherwise, unless stated in these Conditions of Sale.
- » C) All orders are subject to acceptance by Paraflex and are not binding upon Paraflex until so accepted.
- » D) All prices, models and material specifications are subject to change or withdrawal without notice.
- » E) All orders and/or releases must be received on customer's order form and must include all details order is subject to by customer's request.
- » F) Paraflex will not be responsible for adherence to plans and specifications unless they accompany the order and are subjected as such.
- » G) Submittal cuts for approval on standard catalogue items as well as drawings of custom and/or modified versions of standard units will not be released until signed approval of submittal or written waiver of approval has been received by Paraflex.
- » H) Paraflex does not accept responsibility for any penalty clauses or back charges on project contracts.
- » I) Orders received without a specific shipping date will not be processed for production unless a definite date is given, unless the requirement is for delivery as soon as possible.
- » J) No shipments will be made unless all accounts due to Paraflex are current.

PRICES

- » A) Prices exclude all taxes.
- » B) Prices do not include shipping costs and are based on standard packaging.
- » C) Prices are based on the use of standard LED drivers of Paraflex's choice, unless otherwise listed.

PRICE CHANGES

- » A) *PRICE LISTS*: Prices are subject to change without prior notice. In the event of price increases, equipment on order but unshipped, will be invoiced at the price in effect on date of shipment.
- » B) Prices on product not released within 180 days of date of order may at Paraflex's discretion, be increased.

PAYMENT TERMS

- » A) Paraflex standard terms are Prepaid. Open Credit Terms may be extended to qualified customers. Minimum orders are payable in advance.
- » B) Interest at 2% per month (24% per annum) will be charged on overdue accounts.
- » C) Invoice errors must be reported within 30 days from date of invoice.
- » D) An Additional 3.5% will be charged for all Credit Card payments.

MINIMUM ORDERS

- » A) To cover handling costs, orders or releases of less than \$250.00 invoice value, not including shipping and any applicable taxes, will be subject to a \$25.00 handling charge.

CANCELLATIONS AND RETURNS

- » A) Orders cannot be canceled without written authorization by Paraflex and then only upon terms, which will compensate Paraflex against loss. Orders, which are placed and canceled within 24 hours, shall be subject to a \$50.00 cancellation charge. Orders that are either over 24 hours old, scheduled, in process, or ready for shipment, shall be subject to a 35% cancellation charge. Custom made or modified versions of standard catalogue units are not subject to cancellation.
- » B) Custom and/or modified versions of standard units, special finishes, or discounted equipment cannot be changed, canceled or returned. The following items are **Non-Returnable and Non-Refundable**
 - Custom Builds
 - Special Finishes
 - Discounted Equipment
 - Discontinued Models
 - Custom or Modified versions of Standard Units
- » C) No merchandise shall be returned for credit unless written authorization is received from Paraflex. Requests for return must be made within 30 days from the date of shipment.
- » D) If return is accepted, a numbered Return Merchandise Authorization (RMA) will be issued. All cartons being returned must bear this RMA number.
- » E) Return Merchandise authorization will be void if return is not received within 30 days of issuance. Returns must be made via prepaid freight.
- » F) Returns are subject to a \$100.00 or 35% minimum restocking charge, whichever is greater, as well as any necessary reconditioning costs.

FREIGHT & DELIVERY POLICY

- » Standard Freight allowed terms are PARAFLEX origin to Standard Business delivery with standard ground Services through carrier of our choice – provided the invoices is paid in full by the due date.
- » PARAFLEX reserves the right to invoice additional charges to additional freight services required or requested by customers such as:
 - Lift Gate
 - Redelivery fees
 - Notification before delivery service
 - Limited access delivery charges
 - Additional charges for Residential delivery
 - LTL timed delivery (appointment time)
- » Standard Freight allowed is not applicable to Partial Shipments.
 - Orders will be shipped complete. When a partial shipment is requested, broken pallet and shipping charges will be added to each delivery.
 - All freight allowed shipments are insured by PARAFLEX. If any goods received by the buyer are in unsatisfactory condition, the following course of action must be taken:
 - If the outer packaging is visibly damaged, the goods are not be accepted from the shipper. They should only be accepted after noting that the packaging has sustained damage.
 - If the goods are found to be damaged after unpacking, PARAFLEX must be informed immediately.
 - Under no circumstances should the damaged goods be returned, unless expressly authorized by PARAFLEX.
 - Any returns made to the company for any reason, at any time, are to be packaged in the original packaging or its direct equivalent, and must be adequately insured by the shipper.
 - All items are made to order. Returned goods will not be accepted by PARAFLEX unless expressly authorized.
 - The following items are **NON-RETURNABLE AND NON-REFUNDABLE**.
 - * Custom Builds
 - * Special Finishes
 - * Discounted Equipment
 - * Custom or Modified versions of Standard Units.
 - Freight allowed is not available on Pole Accessories, EG Housings, SIGN Lights and other Legacy products. Please contact factory for more details.

PRODUCT DATA

- » A) As a result of changes and improvements being made to our products, the actual dimensions and specifications of the equipment may vary from those shown. Consult factory for verification.
- » B) Every effort is made to avoid typographical or clerical errors in printed literature, price lists, cut sheets, quotations or acknowledgments. If and whenever such errors are subject to correction Paraflex shall not be liable for any charge-back resulting from these errors. Customer is responsible for approving sales orders for accuracy.

SAMPLE REQUESTS

- » A) Customers will be charged the quoted price for all samples that are shipped for their review, Paraflex will credit the customer for the sample only if it is returned in original condition within 30 days.

LIMITED WARRANTY

- » A) DISCLAIMER Except as contained in these Conditions of Sale, there are no implied warranties of merchantability or fitness for a particular purpose.
- » B) Refer to Paraflex Limited Warranty document for complete warranty information.

LIABILITY

- » A) Paraflex will hold no responsibility for damages or injury, whether incidental or consequential, resulting directly or indirectly from improper electrical connections, or improper installation of its equipment, nor for labor charges suffered by the purchaser, caused by delay in delivery or by negligence, or by other causes beyond Paraflex's control.
- » B) Paraflex will not be liable for late delivery and/or inability to perform due to circumstances beyond our control, including strike, riot, blackout, war, accident, fire, flood, disaster, equipment breakdown, suppliers delay, order clarification, lack of approved drawings, shipping space, government acts or regulations or any restrictions on material, labor, manufacturing, deliveries or shipments.

APPLICABLE LAW

- A) The rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

Effective: MAY 2019