

TERMS & CONDITIONS.

Beghelli

ACCEPTANCE:

A contract shall be formed when acceptance of the purchaser's order is confirmed in writing by Beghelli USA. All purchase orders are accepted and executed on the understanding that the purchaser is bound by these Terms & Conditions. Where there is any inconsistency between these Conditions and any condition that the purchaser seeks to impose, these Conditions shall prevail. These Conditions, together with any special terms and conditions agreed in writing by the parties, and any documents referred to in Conditions or elsewhere in the contract, shall constitute the entire agreement between Beghelli USA and the purchasers and supersede any previous agreement or arrangement between them relating to the subject matter thereof. This Contract may not be amended or varied except in writing duly executed by an authorized officer of Beghelli USA.

PAYMENT TERMS:

Upon credit approval, Beghelli USA customer payment terms will be scheduled accordingly. Any payment not received within the set terms shall be considered late and past-due contractual terms of payment. Past due invoices shall be subject to an interest rate charge of 1 - 1.5% per month, or fraction thereof, or the maximum permitted by law, whichever is less. In the event that it becomes a necessity for Beghelli USA to employ an attorney or incur other costs directly related to the collection of past-due payments, the customer agrees to pay all reasonable costs incurred.

PRICING:

All pricing is set by Beghelli USA and are Net FOB contact factory (point of shipment origin). The amount of any applicable sales tax, excise duty or levy shall be added to the billing unless appropriate exemption certificates are provided to Beghelli USA. The purchaser shall indemnify and hold harmless Beghelli USA in respect to any loss, cost or expense incurred by the Company as a result of, directly or indirectly, of the Purchaser's instruction or through any delay whatsoever in taking delivery or through any other act, neglect or fault on the part of the Purchaser, its servants, agents or employees. The price of the goods shall be due in full to the Company in accordance with the terms of the contract and the Purchaser shall not be entitled to exercise any set-off, lien or any similar right or claim. All prices and terms are subject to change with a 30 days notice.

TECHNICAL INFORMATION & ILLUSTRATIONS:

All descriptive specifications, drawings and particulars of weights and dimensions issued by Beghelli USA are approximated only and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract. Any data, technical information or performance data provided by Beghelli USA are based on tests performed under standard conditions and cannot be guaranteed under different conditions. Beghelli USA may make changes in the specifications of goods as required to conform with any applicable safety or electrical code requirements and /or do not materially affect their quality or performance,

DELIVERY SCHEDULE:

Upon receipt of purchase orders, Beghelli USA assigns scheduled shipment dates if not specified on the standing order. The times quoted are to be treated as estimates only. In all cases, whether a shipment time is quoted or not, the times for shipment shall be extended by a reasonable period if delay in shipment is caused by instructions or lack of instructions from the Purchaser, or by industrial dispute, or by any cause whatsoever beyond Beghelli USA's reasonable control. Beghelli USA shall not be liable for delays in delivery due to causes beyond our reasonable control. Severe weather conditions, fires, floods, strikes, power outages, carrier delays or delays arising from labor difficulties, shortages, stoppages or any sort can effect the estimated delivery time.

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FREIGHT POLICY:

All shipments are FOB contact factory or point of shipment origin. Title passes to purchaser upon delivery by Beghelli to the carrier, and all claims for damages or shortages in transit shall be made by the purchaser with the delivering carrier. All orders for product having a total price of \$1,250 US\$ (excluding overage) or more for one shipment to one location qualify for freight allowance within the continental USA. All orders less than \$1,250 US\$ will be assessed freight and handling charges. Beghelli freight allowance is not offered on AC standby (inverter) systems. For all orders that qualify for freight allowance, Beghelli USA reserves the right to select the carrier and to route the shipments at our discretion. We will ship in the manner selected by the purchaser provided the purchaser assumes any additional transportation costs such as re-delivery, limited-access, construction site, school delivery, residential delivery, etc. Any and all claims related to loss, shortage, breakage or shipping errors of product received shall be reported in writing within 5 days of receipt of delivery. For shipping outside the continental USA, please contact factory.

ADDITIONAL SHIPPING/ DELIVERY FEES:

May apply under special conditions outside of Beghelli's standard freight policy for: Lift gate fees, additional fees to constructions sites , limited access, and or schools and universities.

RETURN OF GOODS:

No merchandise may be returned without written prior authorization in the form of a Beghelli USA issued RGA. At Beghelli USA's discretion, emergency lighting, exit signs and lighting products shown in the current catalog, **with the exception of Inverters**, can be returned for credit provided they are in unused, new condition and are in the original, factory sealed packaging. Requests to return product, with the exception of inverters, must be made directly with a Beghelli USA associate within **three (3) months** from the date of shipment by Beghelli. When requesting an RGA, the purchaser's name, original purchase order, invoice number and reason for the request must be submitted.

Beghelli Inverters: Aurora and Borealis inverters are **non refundable** and **non returnable**. Vesta and Nova series inverters may be returned within 90 days of receipt with prior authorization from Beghelli USA and at Beghelli USA's sole discretion. All Vesta and Nova series are subject to a non-negotiable 50% restocking fee.

Once issued, an RGA is valid for a period of thirty (30) days. Returned goods must be received by Beghelli USA within thirty (30) days or the RGA becomes null and void. Once an RGA has expired, and the return is within the **three (3) month period**, a new RGA can be issued on stock products for a fee of \$25.00. All related fees will be deducted from the final credit. Transportation charges must be prepaid. To preserve the return, all returned product must be properly packed to prevent shipping damage. The contact factory issued RGA number must be clearly marked and visible on the exterior packaging. Goods returned without a valid RGA cannot be accepted and will be redirected to the purchaser, at the purchaser's expense. If a part is damaged or lost during transit, the purchaser is responsible for the claim to the carrier.

All stock products containing time sensitive components that have reached the end of their warranty or shelf life are not returnable. All component parts, lamps, non-stocking items, special, custom made and/or modified products are not returnable. Outdated or phase-out stock products are not returnable. All product returns are subject to inspection and approval by Beghelli USA. Discontinued products are not returnable. Based on time from purchase, up to a 50% restock fee may be applied to non-defective stock items. Non-defective stock products older than **three (3) months** from the date of the purchase are non-returnable. All product returns must be in unused, new condition and in the original sealed packaging. Upon receipt, all returns are inspected by Beghelli USA for final return approval.

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RGA DETAILS:

SHIPMENTS: Inspect all shipments immediately upon receipt.

CONCEALED DAMAGES OR SHORTAGES: Concealed damages/shortages must be reported within five (5) business days of shipment receipt.

MISSING CARTONS: Missing boxes of multiple box shipments must be reported within two (2) business days of shipment receipt. You may accept the partial shipment by making a notation with the shipping carrier that the shipment is not complete. We will not issue a credit if all boxes are signed for or accepted.

DAMAGED SHIPMENT: The receiver must notify the shipping carrier at the time of receipt that the shipment is being accepted with "damaged" cartons. No credit will be given if the carrier was not notified at the time of delivery. If upon inspection, the goods are unacceptable, Beghelli USA must be notified within 72 hours. Beghelli USA will issue an RGA for unusable products. Upon receipt of the goods in the original shipping carton, we will issue credit or a replacement. We must receive the original shipping carton.

MIS-SHIPMENT: Any over or incorrect shipments must be reported to Beghelli USA within 72 hours or three (3) business days. We will issue an RGA and a replacement order. A credit will be issued upon receipt of the original product.

REFUSED OR RE-DIRECTED SHIPMENT: Purchaser will be responsible for any and all shipping charges incurred by Beghelli USA.

CUSTOMER ERROR OR RETURN TO STOCK REQUEST:

All return to stock products will be inspected. If the stock product meets the criteria as stated in the return policy, credit will be issued with the following applicable restocking fees based on the purchase date. Up to 50% restocking fee (1- 90 days). If product is damaged or does not meet the criteria for eligible returns, the product will be returned at the purchaser's expense and no credit will be given.

RETURN AUTHORIZATION PROCESS:

All returns must follow the Return Good Authorization (RGA) process. The RGA Form is available online via Beghelli USA's Agent Access. To initiate the RGA process the RGA form must be completed with all necessary information.

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RETURN GOOD AUTHORIZATION PROCESS CONT'D:

- Complete the RGA form available online via Agent Access on Beghelli USA's website. Please make sure to have available the invoice number and/or purchase order number. Purchase date and items to be returned must be identified.
- Beghelli USA will email back an RGA number within 72 hours. RGA numbers are valid for 30 days. Any product returned after that time will be refused.
- Credit will be issued within 30 days of receipt of returned material.
- Ship approved product returns at purchasers expense via prepaid freight with the RGA# clearly visible on the exterior of the shipping cartons to:

Beghelli USA
3250 Corporate Way
Miramar, FL 33025
Attn: Returns Dept

- Insert a copy of the approved RGA form in the carton. This will act as the packing list. Beghelli USA will notify you of any discrepancies.
- Product received, but not on the original RGA request will become property of Beghelli USA.
- Any cartons without the RGA number clearly visible will be refused at the point of receipt.
- Once the material is received, Beghelli USA will perform a full inspection of all material and determine / confirm action.

PRODUCT WARRANTY:

Beghelli USA warrants all products and hereunder to be free from defect in manufacturing, under normal and proper storage, installation and use for a period of 3 to 5 years from the date of purchase (as specified below) or as otherwise specified (see inverters). Beghelli USA warranty extends only to the repair or replacement of the defective part, and no labor charges for correction will be paid by Beghelli USA unless a labor request is submitted in writing and approved by Beghelli USA prior to any work performed. The purchaser shall notify Beghelli USA within 72 hours from the date the defect became apparent. This warranty does not include batteries, lamps or any item which has a fair wear and tear life-cycle based on shelf life, use and maintenance. Furthermore, this warranty does not cover any intentional physical abuse of the products, improper installation, installation in areas that the product is not certified or suitable for, acts of God, alteration of a product by an unauthorized service agent and use of improper installation hardware.

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The continual evolution of LED products may effect the ability of Beghelli USA to offer an exact match (color temperature, CRI) for future replacements. Beghelli's liability is limited to the defective units only, not the entire system. Beghelli USA warrants its light emitting diode luminaires, including the LED arrays and the LED drivers and the integral control devices to be free from defect in material workmanship for a period of five (5) years from the date of the purchase order. The LED arrays in the luminaires will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the luminaire fail to illuminate.

EMERGENCY EQUIPMENT

emergency lighting: (3 years)

exit signs: (5 years)

emergency ballasts: (3 years)

inverters: (contact factory)

note: lamps not covered by warranty

LIGHTING EQUIPMENT

housing / mechanical: (5 years)

ballast / power supply / driver: (5 years)

light emitting diodes: (5 years)

fluorescent lamps: (not covered by warranty)

SOLAR LIGHTING - LUCE SOLARE

Luce Solare has a 3-year warranty against manufacturer's defect.

BATTERIES (INSTALLED)

emergency units w/ lead acid: (1 year + 4 years prorated)

emergency units w/ Ni-Mh: (5 years)

emergency units w/ Ni-Cd: (10 years prorated)

exit signs w/ Ni-Cd: (5 years)

note: combination units are categorized under "emergency units"

BATTERIES (NOT INSTALLED)

lead acid: (1 year)

Ni-Mh: (1 year)

Ni-Cd: (1 year)

note: no labor consideration allowed for battery replacement