

## BLACKJACK LIGHTING SALES TERMS & CONDITIONS

This document details the Blackjack Lighting, LLC ("Blackjack") Terms & Conditions for retailers, dealers and other resellers (collectively referred to as "Sales Partners") who sell products supplied by Blackjack (the "Products").

### **Pricing & Quotations**

- Contact your local sales representative or Blackjack customer service for the current price list. All prices are list prices and do not include shipping, handling, taxes or installation. All prices are subject to change without notice.
- For quotations, please call (847) 941-0588 x105.

### **Payment Terms & Policies**

- Sales Partners must complete and sign Blackjack's Credit Application as well as Blackjack's Sales Terms and Conditions for their account to be opened. Sales Partners must also send Blackjack their Blanket Certificate of Resale, which must contain a valid sales tax exemption number for the Sales Partner's respective state. Purchase orders will not be processed until these completed forms have been received and approved by Blackjack.
- Payment terms/dating are net thirty (30) days from invoice date for approved customers. Sales Partners will be on pre-pay (payment in advance) terms until they are granted net 30 terms.
- The Sales Partner's credit limit will be determined at the time net 30 terms are granted.
- All payments can be sent via email, fax, or mailed to the "Remit To" address indicated on the invoice.
- Blackjack accepts the following forms of payment:
  - Corporate check (faxed checks can be accepted); ACH transfers
  - Credit cards – Visa, MasterCard, American Express and Discover (a 3% handling fee will be added)
- Past due accounts shall be charged a service fee of 1.5% per month or the maximum legal rate of interest, whichever is less. Blackjack may suspend delivery of any order until any past due payments are made.
- Sales Partner agrees to submit financial information as may be reasonably requested by Blackjack to establish and/ or continue credit terms. Blackjack, at any time, may change credit limits or cease credit to a Sales Partner.

### **Purchase Orders**

- All purchase orders must be placed via email to [orders@blackjacklighting.com](mailto:orders@blackjacklighting.com) or faxed to 847-306-3432. Orders will not be accepted over the phone. If Blackjack receives a purchase order with incorrect information (e.g., inaccurate pricing), the Sales Partner will be asked to correct the information and submit a revised purchase order. The Sales Partner will receive a written acknowledgement from Blackjack once the order has been accepted.
- Blackjack does not guarantee the availability of any Products and reserves the right to discontinue or change the specifications of Products at any time without notice.
- In-stock orders will ship within 2-5 business days of receipt of the purchase order (if the product is in stock). An estimated ship date for out of stock product will be sent on a case by case basis.
- For quotes, Blackjack requires a 50% deposit to place an order and the balance due prior to shipping.
- All custom/special orders require 100% deposit to be placed and require a signed submittal sheet. Custom/special orders cannot be cancelled or changed once received by Blackjack and they are non-returnable. Unless otherwise discussed, standard lead time on custom orders is 8-12 weeks from receipt of the purchase order.
- A minimum order fee of \$10 applies for purchase orders under \$500. This fee is not assessed on orders for parts.
- Orders can be cancelled or changed only with written notice to Blackjack and with Blackjack's written consent. Cancellations or changes must be sent via email to [customerservice@blackjacklighting.com](mailto:customerservice@blackjacklighting.com) or fax to 847-306-3432. Cancellations cannot be made after orders have been shipped.

### **Shipping Terms & Policies**

- All shipments are F.O.B. Shipping Point.
- Full freight allowed (FFA) on orders over \$2,000 net if the order is shipped to a single commercial location within the continental United States. This policy excludes air shipments and custom/special orders. No freight allowed on orders drop shipped to a residence. Orders only qualify for free freight if payment terms are met. Blackjack ships

via economical routes, not necessarily the fastest. If expedited shipments or specific carriers are requested, the cost will be the responsibility of the requester.

- Freight on shipments that meet FFA and are shipped to a commercial location in Canada, Hawaii or Alaska, are prepaid by Blackjack to a continental U.S. forwarder's warehouse determined by the Sales Partner and billed to the Sales Partner and such shipments are the Sales Partner's responsibility beyond such point (including duties, taxes/customs, and brokerage fees).
- Special shipping accommodations are available if needed. Customers will be billed for these services as assessed by the freight company. Special services include but are not limited to: White Glove, Call Before Delivery, Construction Site Delivery, COD Charges, Inside Delivery, Lift Gate, Limited Access, and Residential Delivery. Customer Service can provide quotes for these charges. These quotes are estimates only.
- Back orders that are the responsibility of Blackjack will be shipped F.O.B. Shipping Point with freight prepaid and allowed via the most cost effective method, providing the original order qualified for free freight.
- Blackjack is not responsible for shipments after they have been accepted by shipping company. Customers must examine all arriving merchandise, note visible damage on the bill of lading and if necessary, file a damage claim with the carrier. Customers should refuse damaged shipments. Blackjack will not be responsible for carrier neglect or damage by shipping companies.

### **Return Policy**

- Product is not returnable without the written consent of Blackjack. Returned goods require a Return Goods Authorization (RGA) number and, unless defective, are subject to a minimum restocking charge of 25%.
- A Sales Partner may offer to its end-user customers a return option. Returns must be requested from the Sales Partner within thirty (30) days after a customer's actual receipt of the purchased product. Note: No returns on custom orders or discontinued items.
- A Sales Partner must contact Blackjack and submit a completed RGA request form within thirty (30) days of the receipt of the product by the Sales Partner from the customer. RGA request forms are available from customer service. Please send completed RGA request forms via email to [customerservice@blackjacklighting.com](mailto:customerservice@blackjacklighting.com) or fax to 847-306-3432. Blackjack will then issue an RGA number. Blackjack will not accept returns without prior authorization and the appropriate RGA number. Product returned without authorization may be refused or returned at shipper's expense.
- Once issued, RGA numbers are valid for thirty (30) days within which time returned Products must be received by Blackjack. The RGA number must be prominently displayed on the shipping label for the returned product. The Sales Partner must send Blackjack a copy of the invoice marked "Returned for Credit".
- All returned goods must be in excellent, resalable condition and packaged in the original carton with all inside packing intact. Products will be inspected upon return and any service or repair needed to place them in resalable condition will be charged and added to the restocking charge. A 25% restocking charge on Product will be deducted from all credits issued on authorized Product returns. Returns are for credit or exchange only.
- With the exception of cases when the return is due to a manufacturer's defect, the Sales Partner is responsible for shipping the product to Blackjack and covering any shipping costs. These costs are non-refundable.
- If the return of goods is made necessary through any fault of Blackjack and written permission is granted for its return, Blackjack will give credit including transportation charges if returned per instructions on the RGA.
  - If the return is due to a manufacturer's defect, Blackjack would like a photo of the defective area or parts, with detailed description. Blackjack will repair or replace the product or issue credit at our discretion.
- Additional Notes:
  - Blackjack does not accept returns of any unsold Products from its Sales Partners.
  - Defective units must be returned or the Sales Partner will be billed for the cost of the replacements.

### **Warranty Policy Summary**

- Blackjack provides a limited, non-assignable one (1) year warranty against defects in materials or workmanship. Blackjack provides an additional limited three (3) year non-assignable warranty related to Blackjack's integrated or replaceable LED light sources and LED power supplies that are included with a product at the time of purchase. These LED components will be covered against failure to operate, provided the piece is proven to be defective. This warranty applies only under conditions of normal use and only when installed in strict conformity with Blackjack supplied instructions and all applicable codes. The above warranty becomes effective from the end-

user's date of purchase, so we encourage our Sales Partners to maintain accurate sales records. Product warranty is in effect if the end-user purchases product only from an authorized Sales Partner.

- Upon final confirmation of a defect/failure and proof of purchase (i.e. the original receipt or invoice), Blackjack's warranty obligations are limited to repair or replacement of the applicable product or component as determined by Blackjack in its sole discretion. The warranty covers only the repair or replacement of the product or component itself. Blackjack has no liability for packing costs, shipping costs, labor costs, installation costs, or other losses.
- Blackjack does not offer, nor will we honor, any extended warranties offered through our Sales Partners.
- If a Sales Partners sells a refurbished or pre-owned product, Blackjack will not honor any warranties on these products and the Sales Partner is not bound by Blackjack's Internet Sales Policy (see below) on these products.
- Products are specifically manufactured to meet the established criteria and laws governing electrical products in the U.S. and Canada. We ask that our Sales Partners in the U.S. and Canada refrain from selling Products to a business or end-user outside the U.S. and Canada as the Product warranty will be voided in such cases.
- For a full description of Blackjack's Warranty Policy, please request it from customer service or visit our website.

**Internet Sales Policy Summary**

- Blackjack has implemented the Internet Sales Policy ("ISP") for price advertising in the U.S. and Canada. The ISP is applicable to all Sales Partners purchasing Product for resale to end-users. Sales Partners may not advertise or otherwise promote any Product over the Internet or through any other direct or indirect marketing tool including emails and social networking channels at a net price less than 10% below Blackjack Lighting's published list price. Each Sales Partner alone establishes his/her/its own resale price for Product.
- This policy is established by Blackjack and may be adjusted by Blackjack at its sole discretion. Thirty (30) days advance notice will be given on any changes before they are deemed applicable.
- The ISP includes the Sales Partners hosted web store as well as third-party web stores. Sales Partners must provide Blackjack a list of all URLs where Products are being sold online. Sales Partners must not advertise or sell Products on marketplace sites.
- Intentional and/or repeated failure to abide by this policy can result in suspension and/or termination of sales partnership or distributorship of our Products.
- Blackjack reserves the right to offer a unilateral sale for a limited set period of time that would offer additional discounting opportunities in its sole and unfettered discretion.
- For a full description of Blackjack's ISP, please request it from customer service or visit our website.

**Amendments, Confidentiality & Governing Law**

- Blackjack may amend or update the terms and conditions in this document at any time and without notice.
- Unless otherwise disclosed by Blackjack, the terms and conditions of the policies within this document (Blackjack Lighting Sales Terms & Conditions) are confidential and may not be disclosed by the Sales Partner.
- Any dispute concerning Blackjack shall be governed by and construed in accordance with the laws of the State of Illinois. Each of the parties agrees to exclusive venue and jurisdiction in courts in the State of Illinois.

**Sales Partner Policy Acknowledgment**

Please indicate your understanding of these policies (i.e. all general Blackjack Lighting Sales Terms & Conditions, Return Policy, Warranty Policy and Internet Sales Policy) and your willingness to abide by the terms and conditions set forth in this document by printing the name of your company (Sales Partner) and signing your name below.

Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_

Authorized Representative (signature): \_\_\_\_\_