



## TERMS AND CONDITIONS

### 1. PAYMENT TERMS

Net 30 available O.A.C. All other orders will be shipped C.O.D. Verbal agreements not recognized. Payment is due within terms based on the date of shipment. 1.5% interest (per month) charges will be added to all past due accounts. Invoice must be paid within terms or all product warranties therein are void.

In the event of default in the payment of any amount due, and if the account is placed in the hands of an agency or attorney for collection or legal actions, customer agrees to pay an additional charge equal to the cost of collection, including agency and attorney fees and court costs incurred and permitted by laws governing these transactions.

Acceptable methods of payment:

- Cash on delivery
- Major Credit Cards (restrictions apply)
- Company check (once approved)
- Open account

### 2. NEW ACCOUNTS:

We require all new accounts to provide all of the following information for credit processing:

- Complete company name, address, phone number & fax number
- Principal owner or type of ownership
- Three complete trade references including contact names, addresses, phone numbers & fax numbers
- Company bank name, address, phone number, fax number & account number(s)
- D & B number (if applicable)

### 3. FREIGHT TERMS:\*

All orders are F.O.B. Simi Valley, California. Orders of \$1250.00\* or more (all product lines combined) will be freight allowed to all customers in the continental United States. Orders shipped outside the continental United States will be freight prepaid to the closest Port. P.Q.L., Inc. reserves the right to select the carrier on all shipments unless special arrangements are made prior to shipment. A surcharge may be added for residential deliveries. A surcharge may be added for construction sites and for trucks that require lift gates. Orders of \$1249.00\* or less (all products combined) will be freight prepaid and billed to the customer on the invoice regardless of the shipping destination.

\*Excluding fixtures. All fixture orders will include freight charges.

### 4. FREIGHT CLAIMS:

P.Q.L., Inc. does not accept responsibility for items damaged during shipment. All orders are provided to the shipping company complete and in working order. All damage/shortage claims must be made to P.Q.L., Inc. within 48 hours of receiving goods and all damaged/shortage items must be noted on the bill of lading at the time of acceptance.

Customer accepts full responsibility for any damaged/shortage items not noted on bill of lading and reported to P.Q.L., Inc. within 48 hours.

### 5. PRODUCT INSTALLATION:

Installations shall be the sole responsibility of the purchaser, as representatives of P.Q.L., Inc. are not authorized to make installations.

Labor is not covered by any guarantees.

### 6. RETURNS:

P.Q.L., Inc. will not accept returns without prior approval from P.Q.L., Inc. Representatives of P.Q.L., Inc. are not authorized to pick up merchandise

or accept payment. All returns must have a Return Goods Authorization (RGA) Number.

To obtain an RGA, please contact P.Q.L., Inc. to report the product number, quantity, and reason for return. P.Q.L., Inc. will provide an RGA number, RGA or Field Scrap Form. The RGA should be used as your return packing slip. Any items returned without an RGA will be returned to the sender Freight Collect. All returned merchandise must be in the original packaging and factory carton with the RGA packing slip attached and shipped Freight Prepaid to P.Q.L., Inc. After the merchandise is received and inspected, acceptable items will be credited. A charge will be added for any missing or damaged parts. All merchandise returned for credit is subject to a 25% restocking charge.

All returns must be requested within 21 days of receiving of goods. P.Q.L., Inc. will not accept discontinued items for return. We will credit acceptable returned goods at sale price, if applicable, or base price, minus dealer discount. Credit will be based on which price is lowest at the time of return.

**PARTIAL CASES OF FLUORESCENTS:** We will sell partial cases, however, we will not take responsibility for damage and there will be an \$8.00 handling fee added to the freight cost.

### 7. ORDERING

No minimum orders are required. All in stock items are shipped within 24 hours from California. Merchandise shipped subject to P.Q.L., Inc. home office acceptance of order.

**ON FIRST ORDER:** Please call our customer service department toll free at (800) 323-8107 between the hours of 7:30am–5:00pm PST Monday through Thursday, 7:30am–4:30pm PST on Friday. 99% of our orders ship the same day. Please be prepared to give us the following information:

- Company name
- Your name
- Street address, city, state, zip code
- Shipping address
- Principal owner/buyer
- Type of business
- Phone number
- Valid resale number (wholesale)
- Bank name, phone number, account number, contact name
- Sign the application
- NOTE: Please give us 24 hours to process a first order and assign a customer account number

**EXISTING ACCOUNTS:** Please be prepared to give us the following information:

- Company name
- Customer account number
- PO number or buyer's name
- Model number and quantities of items
- Method of payment

### 8. JURISDICTION:

CALIFORNIA LAW

Performance of this Agreement shall be construed in accordance with, and shall be governed by, the procedural and substantive law of the State of California. Furthermore, the Ventura County Superior Court, Simi Valley Branch, shall have exclusive jurisdiction over any action brought to enforce the terms and conditions of this Agreement.

### 9. ACCEPTANCE OF TERMS:

Placing an order with P.Q.L., Inc. is considered acceptance of all terms and conditions.