

HessAmerica

GENERAL TERMS AND CONDITIONS

FREIGHT TERMS - Single shipments of light fixtures and brackets totaling \$3,500.00 net or more will be freight prepaid and allowed to any free delivery point within the Continental United States. **All shipments that include poles, columns and/or site amenities (bench, bicycle racks, receptacles, etc) will be freight Prepay and Add. Freight charges for partial shipments at the request of the customer shall be Prepay & Add.** Shipments outside the Continental United States, including Alaska and Hawaii, will be prepaid to a port of embarkation. United States, including Alaska and Hawaii, will be prepaid to a port of embarkation. Freight on shipments less than \$3,500.00 net will be prepaid and billed to the customer.

PRICES - Prices are subject to change without notice. Merchandise will be invoiced at current published price at time of invoicing. Written quotations are firm for thirty (30) days unless otherwise noted.

PAYMENT TERMS - Payment terms are Net 30 Days.

MINIMUM ORDERS - All orders are subject to a minimum billing of \$100.00, plus sales tax and freight charges if applicable.

FREIGHT CLAIMS - Shipments travel at purchaser's risk. Title passes to consignee on delivery to carrier. All claims for loss or damage in transit must be made to the delivering carrier by the consignee

ROUTING - HessAmerica reserves the right to select carrier on all shipments. Special routing will be made at customer's request providing customer assumes any extra transportation costs.

ACKNOWLEDGED SHIPPING SCHEDULES - The shipment date indicated on the order acknowledgment, if any, is the best approximation of the probable shipment date and shall not be deemed to represent a fixed or guaranteed shipment date. HessAmerica shall not be responsible of any penalties or labor charges resulting from delayed shipments due to acts or causes beyond our control, or its ability to ship by the acknowledged date.

HOLD ORDERS - Orders received as a Hold for Release without a requested shipping date will not be processed for production until a formal/written release date is received. ***For shipment of any type of anchorage, rough-in components, etc. that are released in advance for shipment while the balance of the order remains on hold, the balance of the order is subject to 100% cancellation charges. The release of accompanying components is to be considered confirmation of a guaranteed release on the balance of the order.*** Once a hold order is released by the purchaser, it will be subject to cancellation charges if returned to hold-for-release status. Pricing on a hold order is firm for sixty (60) days, thereafter subject to escalation.

CANCELLATION CHARGE - HessAmerica reserves the right to assess a minimum cancellation charge of 50% of the order value if a order is canceled after it has been placed or released for manufacturing and/or processed for shipment.

STANDARD FINISHES - Standard finishes will be supplied, unless otherwise specified.

MISCELLANEOUS - Every effort is made to avoid errors and omissions in catalogs, price sheets, and other literature. HessAmerica does not assume responsibility for errors or omissions, nor is any warranty implied.

All invoices are subject to federal, state and local taxes. These taxes will be added to invoice where applicable.

Prices and terms are subject to change without notice.

HessAmerica will not be held responsible for difference between published weights as compared to actual weights, due to the normal variance in the specific density of metals, glass, and packing material provided.