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## **Bulbtronics Inc. Terms & Conditions**

Effective Date: Jan. 01, 2022

These terms and conditions constitute a binding agreement between the customer and Bulbtronics Inc. ("BTG"). The customer accepts these terms and conditions in full by requesting a quotation, placing an order, making a payment, returning goods, or otherwise engaging or transacting with BTG.

### **Prices & Quotations**

All details on quotations – including but not limited to pricing, lead times, case quantities, cancelability/returnability, shipping, and payment terms – are:

- valid for no more than 30 calendar days from the original quotation date;
- unique & specific to the respective individual quotation itself, and not replicable in any respect(s) other than at the full and sole discretion of BTG;
- subject to change without notice for any reason, including but not limited to changes made by the various manufacturers; and
- Incoterms® 2020: EXW (unless explicitly stated otherwise).

Prices are subject to change without notice. Acceptance by BTG of a price for one purchase order imposes no future obligations on BTG nor does it imply anything about future pricing.

All prices quoted by BTG are in United States Dollars unless explicitly stated otherwise.

### **Purchase Orders**

Purchase orders should be sent to BTG in writing, and should include as much of the following data as is possible and applicable:

- Customer name and account number
- Bill-to address, AP contact information, and any special instructions for sending invoices
- Purchasing agent's name and contact information
- All items to be purchased, including quantities and pricing for each
- BTG's quotation number for reference
- The customer's PO number
- Expected payment terms (see also "Terms of Payment & Credit" below)
- Ship-to address, destination contact information, and complete, detailed shipping instructions (see also "Shipping & Handling" below)
- Required delivery date

- All further expectations and instructions

Customers domestic to the United States of America may purchase from BTG online via [www.bulbtronics.com](http://www.bulbtronics.com). All terms and conditions stated here in this document, as well as at <https://www.bulbtronics.com/terms>, apply to online commerce with BTG.

BTG is fully capable of accepting and fulfilling orders via EDI. Customers wishing to take advantage of BTG's EDI capabilities should contact their account representative or [btg@bulbtronics.com](mailto:btg@bulbtronics.com) to review & conclude the terms thereof and to initiate the digital connection.

BTG has a minimum order policy of US\$45.00. A purchase order whose subtotal is less than that can ship with a processing fee as follows:

- Orders US\$0.01 - \$29.99 (inclusive) may ship with a US\$15.00 processing fee.
- Orders US\$30.00 - \$39.99 (inclusive) may ship with a US\$10.00 processing fee.
- Orders US\$40.00 - \$44.99 (inclusive) may ship with a US\$5.00 processing fee.

This fee will be added to the relevant invoice and the customer shall be fully responsible for its payment in full along with all other fees and charges according to the terms of the invoice.

BTG accepts blanket purchase orders from customers upon BTG's own discretion. The customer is required to clarify on the initial blanket purchase order all quantities and ship dates across the full blanket period, and to accept all shipments across that period. Prepayment or an upfront deposit may be required according to BTG's discretion (see "Terms of Payment & Credit" section below). BTG will issue invoices (see "Invoices & Payments" section below) for each respective shipment at the time of shipment. BTG is not responsible for changes in any product's pricing, availability, packaging, design, quality, form, fit, function, or anything else as instituted by the respective manufacturers, including such changes as may occur in the middle of a blanket period.

BTG reserves the right to refuse any purchase order in part or in whole.

#### Terms of Payment & Credit

BTG has sole and full discretion to determine all credit and payment terms for each customer and each shipment. A customer placing its first order must pre-pay for the full value of the goods and shipping on the order. Following that, customers in good standing may be invited at the full and sole discretion of BTG to submit a credit application for review. In such a case BTG will review the information on the application, interview the references, and consider all other pertinent context and information; and then accordingly make a final evaluation as to the payment terms to be offered (if any) and as to the credit limit (if any). Decisions are alterable and revocable by BTG at BTG's full and sole discretion.

#### Shipping & Handling

Unless otherwise agreed by BTG in respect of a particular purchase order, all products will be sold Incoterms® 2020 EXW (on collect shipments) or FOB (on prepaid shipments) from any of

BTG's four operation centers: Farmingdale, NY; Burbank, CA; Miami, FL; and Las Vegas, NV. BTG may also engage third-party vendors to drop-ship directly to customers upon its own discretion. BTG ships to most locations in the world except as proscribed by law or treaty, and excluding the countries of Afghanistan, Cuba, Iran, North Korea, Syria, Yemen, and the Crimea Region of Ukraine.

The customer will pay all value-added, sales, use, excise, gross-receipts or similar taxes; and any and all other costs or charges incurred after delivery of products to the carrier for shipment.

The shipping method of orders, and all details thereto, must be agreed upon by BTG and the customer in advance of purchase order execution. BTG typically ships via: UPS (prepaid or collect), FedEx (collect only), DHL (collect only), USPS (prepaid only), any of various LTL truck services (prepaid or collect), or any of various messenger services (prepaid or collect). Customers may also retrieve orders directly from the relevant BTG operation center. BTG may also, upon its own discretion, offer to hand-deliver goods directly to the customer's destination.

BTG will add the shipping charges of prepaid shipments to the relevant invoice, and the customer shall be fully responsible for payment in full of these charges along with all others according to the terms of the invoice. Included in this charge is the cost of insuring the shipment. Customers wishing to waive insurance on prepaid shipments will be required to sign a waiver acknowledging that BTG will not be responsible or liable for any damage or breakage of any kind nor for any consequences thereof, and that any such occurrence will not constitute a legitimate reason for the customer to withhold its obligations to BTG.

Collect shipments from BTG are owned by the shipper and not by BTG. Therefore, BTG is not responsible for the accessibility, collection, organization, storage, or presentation of any shipping documents (including, but not limited to, proofs of delivery, bills of lading, and delivery receipts) relating to collect shipments. BTG is not responsible for loss, damage, theft, error, or late delivery of collect shipments, nor for the placement of claims for such occurrences; and such occurrences shall not in any way cause any changes to the customer's obligations to BTG as reflected on an invoice or anywhere else. Upon request BTG may be available, at its own discretion, to consult and advise a customer about placing claims with its carrier regarding a complaint on a collect shipment from BTG, providing that this shall in no way be deemed as admission or acceptance of liability by BTG with respect to any facet of the complaint or shipment, nor as a legitimate reason for the customer to withhold its obligations to BTG.

BTG will agree to use shipping labels prepared by customers or third parties only in limited, specific circumstances, to be determined at the sole and full discretion of BTG on a case-by-case basis. In such instances as BTG agrees to use such a label and does so, BTG is not responsible in any way for any information contained implicitly or explicitly on the shipping label; for any promises made or obligations to carriers, receivers, shippers, or any other party; for the accessibility, collection, organization, storage, or presentation of any shipping documents (including, but not limited to, proofs of delivery, bills of lading, and delivery receipts) except those with which BTG explicitly agrees to be entrusted, and then only for specific limited scope;

for loss, damage, theft, error, or late delivery of collect shipments, or for the placement of claims for such occurrences; or for the pickup timeline.

Tracking numbers of shipments, both prepaid and collect, will appear on the relevant invoices.

Due to past frequent breakage, glass lamps or tubes over thirty-six inches (36") in length that are to be shipped via a parcel carrier (including but not limited to UPS, FedEx, DHL and USPS) require special repacking for material protection. This is the case regardless of whether the manufacturer's original packaging remains intact or opened. In this circumstance BTG performs the repacking and charges a repack fee of US\$24.00 per box, regardless of the quantity or value of the contents; this charge will be added to the relevant invoice and the customer shall be fully responsible for its payment in full along with all other fees and charges according to the terms of the invoice. This is mandatory for prepaid shipments, and the default for collect shipments. Customers shipping collect who wish to waive the repacking service and materials may request as much in writing, and then BTG will refrain from repacking and withhold the repack fee accordingly, but the customer remains completely and fully responsible for the condition of the goods per the terms of collect shipping (see above).

BTG is fully compliant with all laws and regulations regarding the shipment of hazardous materials, including but not limited to lithium and mercury. All shipments are marked with all required stickers and labels. BTG will not ship via any proscribed method or to any proscribed destination according to the chemical contents of the shipment. BTG will not violate any law or regulation in this or any other respect, and any purchase order or other obligation or entreaty that would require as much is null and void.

#### Duty to Inspect upon Delivery

Customer will inspect all merchandise immediately upon delivery and will give written notice to BTG within 5 business days after the date of delivery as to any discrepancies between BTG's invoice and the quantity of merchandise received, or any claim that products do not conform to the terms of this agreement. If the customer does not give such notice, the merchandise will be deemed to conform to the terms of this agreement and the applicable purchase order, and the customer will be deemed to have accepted the products and will be bound to pay for the products in accordance with the terms of this agreement and the relevant invoice. Additionally, all damaged merchandise must be reported to BTG within 5 business days of delivery. If damage to the goods is obvious upon delivery, the receiver should immediately alert all delivery personnel and sign for the shipment as "damaged". If the package shows no obvious signs of damage but the merchandise is damaged when the box is opened, the customer should contact the Customer Service Department at 631-249-2272 or [custservdept@bulbtronics.com](mailto:custservdept@bulbtronics.com). The carrier is responsible for breakage in transit, and the owner of the shipment is responsible for placing a claim with the carrier accordingly.

#### Invoices & Payments

Except when payment for an order is required by BTG in advance, payment will be made by the customer within the number of days specified on the applicable invoice. Customer will pay a late

payment charge on any invoice not paid in full within the number of days specified on the invoice equal to the lesser of 1.5% per month of the unpaid balance or the highest late payment charge permissible under applicable law.

Invoices are issued by BTG at the time of shipment. Prior to shipment, BTG can offer ProForma invoices only. Invoices cannot be altered after being issued.

Invoices are sent to customers via email and via postal mail. Customers who require invoices to be sent otherwise may request as much in writing to the Accounts Receivable Department (ar@bulbtronics.com) and await a reply.

All monetary values on invoices are in United States Dollars unless explicitly stated otherwise. Incoterms® 2020 of invoices are EXW or FOB (see above) unless explicitly stated otherwise.

BTG reserves the right to, and will, collect all relevant sales tax from any and all jurisdictions for which BTG is legally bound to do so, according to the details of the respective laws of such various jurisdictions. BTG will add the relevant sales tax to the invoice, and the customer shall be fully responsible for payment in full of the sales tax along with all other costs, charges, and fees according to the terms of the invoice. Customers who have valid documentation from their respective jurisdictions demonstrating legitimate exemption from sales tax may present it to BTG, and BTG will adjust or negate the sales tax charges accordingly.

The use of any particular payment method is subject to the approval of BTG on a per-payment basis prior to effect. BTG typically accepts payments by credit card, debit card, ACH, wire transfer, personal check, and bank check. Customers wishing to pay otherwise may submit their requests in writing to the Accounts Receivable Department (ar@bulbtronics.com) and await a reply. BTG retains full and sole discretion as to what payments are and are not acceptable. BTG does not accept cash payments.

Payments made via check should be made out to "Bulbtronics Inc.", and should be remitted to: 45 Banfi Plaza North, Farmingdale, NY 11735, USA. To pay electronically, such as via wire transfer or via ACH, please contact the Accounts Receivable Department (631-249-2272 or ar@bulbtronics.com) for the relevant bank account information.

Payments made to BTG by wire transfer must include, on a per-transfer basis, an additional amount as follows: domestic wire transfers within the United States of America must include an additional US\$25.00; international wire transfers must include an additional US\$55.00.

Payment via credit card or debit card is subject to charge card limitations. Payments by credit card or debit card that are made to satisfy a past-due balance must add an additional fee equaling 3.5% of the past-due balance. This is in addition to any and all other fees, interest, and late charges that may apply. BTG will not accept any payment by credit card or debit card for a past-due balance if this additional fee is not authorized and effected.

If an advance deposit is applicable in respect of any order, the following will apply:

- (i) Customer will pay the deposit to BTG within 7 days of purchase order issuance;
- (ii) the deposit will be applied to payment of the purchase price of the applicable products;
- (iii) unless otherwise agreed in writing by BTG, the deposit will not be refundable to the customer; and procurement of the applicable products and components thereof will not begin until BTG's receipt of the deposit.

If the customer is located outside of the United States of America, title to the products will not pass to the customer until BTG has received in cleared funds representing payment in full of the price of the products.

#### Liabilities & Warranties

BTG, not being the manufacturer of the goods or any part, makes no representations or warranty, either express or implied, as to any matter whatsoever, including but not limited to: the design or condition of the goods; its labeling; its merchantability, durability, suitability, or its fitness for any particular purpose; the quality of the material or workmanship of the goods; or the conformity of the goods to the provisions and specifications of any purchase order relating thereto. BTG hereby disclaims any such representation or warranty without limiting the generality of the foregoing.

BTG shall not be liable or responsible for any defects, either patent or latent (whether or not discoverable by Purchaser) in the goods or for any direct or indirect damage to people or property resulting therefrom, or from Purchaser's loss of use of the goods or for any interruption in Purchaser's business(es) caused by Purchaser's inability to use the goods for any reason whatsoever.

Notwithstanding the foregoing, BTG agrees during the relevant manufacturer's warranty period to assist the Purchaser in the event the goods are deemed to be defective, including but not limited to (at BTG's sole and full discretion) replacing the goods, crediting the value of the goods, or liaising with the manufacturer to effect a warranty claim, providing that this clause shall in no way be deemed to be an admission or acceptance of liability by BTG with respect to the design, condition, performance or effect of the goods or their use.

Purchaser shall notify BTG of any product that Purchaser believes to be defective that is covered by the warranties set forth in this warranty statement. At BTG's option and discretion, such products shall be returned by Purchaser, transportation and insurance prepaid, to BTG upon issuance of an RMA# (see below). In the event of a warranty adjustment, BTG shall pay appropriate shipping charges, as applicable, to return the product to the Purchaser.

#### Return Policy

Product may be returned only with prior approval and issuance of a return material authorization number (RMA#). BTG retains sole and full discretion to issue or deny RMA#. To obtain an RMA#, please contact the Customer Service Department at 631-249-2272 or

custservdept@bulbtronics.com. Issuance of a RMA# does not acknowledge a product defect or a shipment error, nor does it authorize credit(s) to be taken or any replacement(s) to be sent.

After an RMA# is issued and the product is returned accordingly, the returned product will be inspected and evaluated by BTG and/or by the manufacturer, as each situation warrants. If it is determined by the applicable party that the returned product is either defective or erroneous, and if it is also determined that the customer is not responsible for the relevant damage(s) or error(s), then either the product will be replaced or credit will be issued at the discretion of BTG.

Products returned as defective or erroneous that are in fact neither defective nor erroneous will be returned to the customer at the customer's expense.

Product returns authorized by BTG are subject to a 25% restocking fee.

Special orders, discontinued products, and items marked non-cancellable / non-returnable are sold as final sale and are not eligible for cancelation, return, credit, or replacement.

No RMAs will be issued, and no returns will be accepted, more than 30 calendar days after delivery.

#### Intellectual Property

All trademarks and logos are the property of their owners and are protected by copyright and trademark laws and other intellectual property rights.