



## Halco Lighting Technologies, LLC Terms & Conditions

**Effective Date: April 22, 2019**

### **Terms of Payment:**

Net 30 days with approved credit.

### **Credit Cards:**

Halco Lighting accepts Visa, MasterCard and American Express. Halco Lighting also accepts payment via check, check by fax, ACH and wire transfer. We do not accept cash payments. A nominal 2% fee will be charged for all credit card payments.

### **Returned Checks:**

A \$35.00 handling fee will be assessed for each check returned to us by your bank.

### **Late Charge:**

If any invoice is past due 45 days or more, a late charge of 1.5% of the unpaid amount will be billed to your account.

### **Order Requirements:**

If orders are placed by 2:00PM local warehouse time and are in stock, the order will be sent to the warehouse for same day shipping. Orders placed after 2:00PM will be sent to the warehouse for next business day shipping. Orders placed on weekends and public holidays will ship on the next business day. Please understand that other circumstances may cause orders to be delayed as well; including orders that are on credit hold, missing information on the purchase order, pricing discrepancies, truck carrier availability, invalid parcel account numbers, and days with abnormally large order volumes near the cut off time. Please send orders in as early as possible if same day shipping is required.

Any order less than \$50.00 will require a \$10.00 handling charge.

### **New Customers:**

All new customers must submit a completed Halco Lighting credit application. Please reach out to your local agency to get the credit app. If unsure of the local agent, Halco Lighting will assist in identifying and providing contact information for the agent. The agent will help start the credit application process.

### **Freight Policy:**

#### **Shipping Charges:**

All shipments will be FOB (Free on Board) shipping point. The shipping charge is calculated within our system based on the dimensions, weight, freight class, and by zip code. Our freight calculator communicates with multiple freight carriers to determine the lowest rates available to your location including our volume discount.

#### **Free Freight:**

Halco Lighting offers a free freight allowed on single shipments above \$1000.00 going to a single address. This offer applies only to the 48 continental states and includes basic delivery charges. For shipments to Alaska, Hawaii or areas outside of the US please refer to our International Shipping section.

In addition, any purchase orders including 6ft or 8ft products will require a \$1,500 minimum purchase order to receive free freight allowed. (Excluding customer Pickup orders)

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### **Liftgate Delivery and Residential Shipping:**

If you do not have a "semi-truck high" receiving dock, or own a forklift, you must request a liftgate delivery service at the time of purchase. Liftgate fees are not included in free shipping promotions. Liftgate delivery service is available for an additional \$50.00. Deliveries made to residential or limited access areas will incur an additional shipping charge. It is the responsibility of the purchaser to identify the shipping address as residential or limited access. Should the shipping information provided to Halco Lighting be incorrect, Halco Lighting reserves the right to back charge the purchaser upon receipt of the delivery charges.

### **Receiving Instructions:**

You must report all receiving issues to Halco Customer Care within 48 hours of receipt. For receipt of shipments, you, the customer, are responsible to follow these specific instructions before you, or the person that receives the freight shipment, signs the Receipt of Delivery or the Bill of Lading from the freight carrier. We will not be responsible for orders that are not fully inspected per our instructions.

### **Shortages:**

The first step should be to inspect all packages to insure you have received the exact quantity of items that you ordered. If there are any shortages, you are responsible to note any shortages on the Bill of Lading/Proof of Delivery while the carrier driver is physically present. Please submit this information when contacting Halco Customer Care

### **Damages:**

You are responsible to inspect all packages at the time of delivery. If any items on your order are damaged, note the damage on the Bill of Lading/Proof of Delivery while the carrier driver physically present. You must be as specific as possible when noting damage(s). This is crucial in distinguishing if the damage(s) is on the outside of the packaging or if it is on the actual item that you have unpacked in front of the driver. Always take photos of any damage that has occurred to be prepared for an inspection from the freight carrier. Do not throw away any of the original inner or outer packaging unless instructed to do so by Halco Lighting. If you sign your name on the freight bill without noting any damages, then you are stating that you have received your order/shipment in acceptable condition. Once this has occurred, there is no possibility of filing a freight claim, and there will be no reimbursement of freight charges, product costs, or any other charges that are incurred. When submitting, all claim requests for damaged items/shipments must include pictures.

### **Concealed Damage:**

In the case of damage to the item and not the outside packaging, this is considered concealed damage. If the driver has already left your delivery location, the freight carrier has no evidence that the item was harmed while in their possession. If any damage is discovered, you must keep the original outer packaging as well as inner packaging. Please take pictures and contact Halco Lighting Customer Care upon this discovery.

### **Refused Shipments & Unauthorized Returns:**

You will be responsible for full shipping charges and applicable fees going both ways plus a minimum 20% restocking fee for shipments that are refused for any reason other than damaged in transit or if the shipping error was made by Halco Lighting.

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### **Cancelled Orders:**

If you decide to cancel any part of your order after it has been shipped, please note that you will be responsible for the full amount of roundtrip shipping and handling charges, plus any applicable restocking fees.

### **International Shipping:**

Halco Lighting does not ship outside of the 48 continental states. If your purchase order reaches the freight minimum of \$1,000 we will ship to your preferred freight forwarder to ship outside the region. If your purchase order does NOT meet the \$1,000 free freight allowed minimum, then you will be responsible for the shipping. Please note that we are unable to supply a freight forwarder for you.

### **Backorders:**

Unless otherwise requested, all backorders will be held open until the merchandise is received in our warehouse. At that time, your Customer Care Specialist will contact you to confirm shipment.

Exception: If network inventory of 6ft and 8ft products are unavailable, the items will not be placed on backorder. We will proceed with processing the purchase order without these items and the 6ft and 8ft products would have to be placed on a future purchase order when the merchandise is available.

### **Return Policy:**

A return goods authorization number must be obtained before returning any product to Halco Lighting. Products returned without an authorization number will not be accepted. Returns for merchandise shipped correctly will be subject to a 20% restocking charge. The customer will be responsible for the return freight.

### **Collections:**

If any account is turned over to collections, the customer will be liable to cover all of Halco Lighting's attorney and collection fees in addition to the unpaid invoices and any incurred late charges.

### **Products:**

All products and product specifications are subject to change without notice.

### **Prices:**

All prices are subject to change without notice.

**Halco Lighting Technologies reserves the right to revise these Terms and Conditions at any point.**

**Please visit [halcolighting.com](http://halcolighting.com) for the most up to date version.**