

# Q-Tran, Inc. Terms & Conditions

ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. **Q-Tran's** WRITTEN ORDER ACKNOWLEDGMENT, TOGETHER WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN THE PURCHASER AND **Q-Tran** AND SUPERSEDES ALL PRIOR ORAL AND WRITTEN STATEMENTS REGARDING THE ORDER. **Q-Tran** WILL COMPLY WITH AND BE BOUND BY ONLY THOSE TERMS AND PROVISIONS OF THE PURCHASER'S ORDER EXPRESSLY ACCEPTED ON THE FACE OF THE ACKNOWLEDGMENT.

## Payment Terms

Net 30 from date of invoice unless other arrangements have been made with Q-Tran's A/R Dept. Past due invoices will be billed for interest at a rate of 1.5% per month outstanding. Q-Tran accepts Visa and Mastercard. All prices and product availability subject to change without notice.

## Prices

Prices are net priced in US Dollars to the distributor and are shipped F.O.B. Bridgeport, CT unless previous arrangements have been made. Prices do not include shipping, handling, storage, taxes or installation. Q-Tran reserves the right to assess a warehouse fee for any orders that customer requests delayed shipping. Warehouse fees are \$25 per day, per pallet load. The minimum daily warehouse fee is \$25.

Due to changes in the cost of material, all prices are subject to change without notice, prior to confirmation of order.

## Taxes

Any and all state, provincial or government taxes are the responsibility of the buyer.

## Shipping

Freight charges are prepaid by Q-Tran and billed to the purchaser with goods. All shipments are shipped F.O.B. Bridgeport, CT. Q-Tran ships via its preferred carrier unless notified on the purchase order. In order for freight to ship via customer's preferred carrier the customer must arrange all pickups, and complete all Bill of Ladings. (Q-Tran takes no responsibility if carrier no shows on pick-ups arranged by customer).

## Claims

All merchandise is packed to comply with U.P.S. requirements. All packaging has been tested to freight & industry standards. Q-Tran is not responsible for damage to goods which occurs in transit. It is the purchaser's responsibility to examine goods upon receipt and to file any claim necessary with the carrier. Any claim against Q-Tran for defects, errors, shortages, or invoice errors must be made by the purchaser in writing to Q-Tran within 10 days after delivery. Failure by the purchaser to make any claims against Q-Tran within 10 days constitutes acceptance of the goods and/or invoice and a waiver of any defects, errors or shortages.

## Minimum Order

Q-Tran's minimum order is \$100.

## Order Acceptance

An order is accepted and acknowledged in writing by **Q-Tran** when the following conditions are met: (1) Purchaser's credit is approved; (2) We have received complete job information; (3) Color samples of non-standard **Q-Tran** offerings have been approved by Purchaser; (4) Approved shop drawings for modified or special designs have been received; (5) Deposit is received if required (See "DEPOSITS").

## Ordering Procedure

To avoid error and/or duplication Q-Tran requires all orders in writing. Telephone or verbal orders are not accepted. Purchase orders may be mailed, faxed, or e-mailed to a Sales Representative or directly to the factory.

## Cancellation Policy

\$15 per unit. If the order has already been built, there will be a 50% cancellation fee. Custom orders cannot be cancelled. Cancellation of custom orders will result in a full non-refundable charge for the order.

## Custom / Large Orders / International Customers / Deposits

All orders requiring finishes and/or custom modifications require a 50% non-refundable deposit. All orders of standard product in excess of \$30,000 will require a 50% deposit prior to shipment with the balance per terms above. All new international orders must be prepaid via bank wire-transfer and international orders will not be released for production until such payment is confirmed, as received, by Q-Tran's A/R Department. Cancellations are subject to restocking charges and terms of our "Cancellation Policy".

## Returns

No return of goods will be accepted without written consent, Return Goods Authorization (RGA) number and shipping instructions from Q-Tran. This applies to returns of non-defective and defective merchandise. Returns of non-defective goods must be done within 90 days and, if approved, will be subjected to a 50% restocking charge. Returns must be in new, resalable condition in original packaging. Replacement parts cannot be returned unless defective. Returns for defective goods are regulated by Q-Tran's warranty policy and must follow Q-Tran's procedure.

In the event that Q-Tran issues a R.G.A. and offers a credit (minus the restocking fee), your credit will be valid for a period of up to three years. Under no circumstances will Q-Tran refund money in the form of payment to a customer. After three years any credits will be written off of Q-Tran's books and cannot be reinstated for any reason.

## Warranty

Q-Tran Power Supply Centers are fully warranted for ten years from date of original shipment (QSet-ELED or any product containing electronic drivers are warranted for five years from date of original shipment). This warranty covers only properly installed Q-Tran Power Supply Centers used under specified conditions. For the duration of the warranty period, Q-Tran will, at its option, repair or replace without charge, defective Power Supply Centers, provided they are returned to the factory and our inspection determines the unit to be defective under the terms of warranty. Repair or replacement, as stated above, shall constitute the purchaser's exclusive warranty, which does not extend to transportation, installation, labor or any other charges; nor does it apply to any equipment of another manufacturer used in conjunction with the Q-Tran Power Supply Center.

THE WARRANTY DESCRIBED HEREIN IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Q-TRAN'S LIABILITY UNDER THIS GUARANTEE SHALL BE LIMITED TO REPAIR OR REPLACEMENT AND THE PURCHASER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO PURCHASER.

**Exceptions to Warranty:** The warranty described above shall not apply in the following circumstances:

- default in any unit after operation at more than the rated voltage;
- damages resulting from accident, alteration, or misuse after shipment from the factory;
- failure of products which have been modified or integrated with other manufacturers' products;
- failure of color stability in non-standard paint colors;
- damages resulting from the improper selection or installation of lighting products.

## Product Specifications

For manufacturing and/or improvement reasons Q-Tran, Inc. reserves the right to change, at any time and without notice, the technical and/or design specifications of any product in Q-Tran's line and catalog.

**Fees And Expenses:** Purchaser shall pay any and all reasonable expenses, including, without limitation, reasonable attorney's fees, incurred by Q-Tran in enforcing the terms of any agreement with, sale to, or collection of any amounts owed to it by, the Purchaser.

**Governing Law:** These Terms and Conditions and the terms of any sale or agreement between Q-Tran and Purchaser shall be governed by and construed in accordance with the laws of the State of Connecticut and the Purchaser hereby agrees to submit to the personal jurisdiction of federal and state courts located in the State of Connecticut.