

## TERMS and CONDITIONS OF SALE

Products of The Kirlin Company (Kirlin) are sold only on the following terms and conditions unless modified by written instrument signed by the President or Chairman of Kirlin.

### **PAYMENT and CREDIT TERMS:**

All invoices are billed and payable in U.S. currency only. Standard payment terms are receipt net 30 days from the invoice date. Kirlin may offer discounted payment terms of 1% 20 days receipt, net 30 days receipt. No discount is allowed unless specified on the invoice. If offered, the cash discount is allowed on payments received on/before 20 days from invoice date.

Delinquent accounts: Are subject to a finance charge of 1.5% per month (18% per annum). Kirlin may require advance cash payments.

Minimum Billing: Incoming orders \$250.00. Replacement parts \$50.00.

### **FREIGHT TERMS:**

All shipments are F.O.B. our dock. Freight is paid on qualifying shipments, single release, to point nearest destination served on through rates from Detroit, in contiguous continental USA, our routing, as follows:

**Commercial Lighting Division:** Shipments over \$7000; **QuickShip Products:** Shipments over \$5000. Freight on shipments less than the above and/or excess freight resulting from combination rates, beyond charges, special routing or expedited means specified by the customer will be shipped prepaid and billed to the customer by Kirlin; **Medical Lighting Division:** Freight is prepaid and billed to the customer by Kirlin.

All merchandise is shipped at buyer's risk and all claims for damage/shortage arising in transit must be filed with the carrier upon receipt of material. Title on all shipments passes to the consignee upon delivery to the carrier. Claims for shortages or incorrect shipments must be noted upon receipt of material and reported to the factory WITHIN 30 DAYS of invoice date.

### **RETURNS and CANCELLATIONS:**

Our sales order acknowledgment is final and binding and any change is subject to ability to conform.

**Return Policy:** Only current standard fixtures with an approved Returned Material Authorization (RMA), returned and **received by Kirlin within three months** of the original ship date, freight prepaid, in their original unopened factory sealed cartons in new condition, are eligible for return. **Request for an RMA must be made within 60 days of the invoice date. All returned material must be received by Kirlin within 30 days of the issuance of the RMA.** The return is

subject to freight both ways, reconditioning charges and testing fees or restocking fees (minimum 50%). The maximum value of an invoiced order that may be authorized for return is 10%, unless for exchange. Custom, modified, special, motorized examination lights, discounted or discontinued fixtures or components and all lamps are not returnable for credit. Credits allowed on returns are charged against sales, hence commissions will be charged back.

**Cancellation Policy:** *Open Order for standard fixtures* - Subject to minimum cancellation fee of 50%. *Customized Hold Orders* - Any engineering, material, labor, and processing costs incurred prior to cancellation, up to 90% of order's value. *Customized Open Orders* - May not be cancelled and will be invoiced in full.

### **THREE YEAR LIMITED WARRANTY:**

CATALOGED KIRLIN FIXTURES ARE WARRANTED FREE OF DEFECTS IN WORKMANSHIP OR MATERIAL FOR THREE (3) YEARS FROM DATE OF PURCHASE, INSTALLED TO N.E.C., IN NORMAL USE. Remote controls (for motorized medical exam lights) are warranted for one year from date of purchase. Abnormal use, abuse or misuse of the fixture, improper installation, or repair or modification of the fixture shall void this warranty. Lamps are specifically excluded from this warranty: contact lamp manufacturer (except for **INFRALITE®** Series).

In its sole discretion, Kirlin will repair, replace (F.O.B. factory), or refund the purchase price of any merchandise defective in workmanship or materials upon presentation of proof of purchase and defective material at Kirlin's offices, within three years of original shipment.

Kirlin's liability is limited to the foregoing and Kirlin shall not be liable for any other damages, direct or indirect, sustained by purchaser or any person. This warranty is supplied to the buyer in place of all other warranties, expressed or implied. No representative, dealer, or employee is authorized to give any warranty other than as expressed herein. Kirlin does not warrant as to the merchantability or fitness for a particular purpose, nor will any oral statement constitute a warranty or amend this warranty.

### **SPECIAL CONDITIONS:**

---

---

---

---

---

---

---

---

---

---

**ACCEPTANCE BY CUSTOMER:** Customer agrees to comply with Kirlin Terms and Conditions of Sale defined herewith. Customer hereby acknowledges receipt of a copy of this agreement at the time of its execution.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION and COMPANY / ORGANIZATION

\_\_\_\_\_  
TYPED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
QUOTE NUMBER and JOB NAME (if Applicable)