

## **How to Order**

Orders are placed with authorized Oxygen sales representatives.

## **Warehouse/Ordering Hours**

Warehouse operations are open from 8:00am - 5:30pm Central Standard Time Monday through Friday.

## **Credit Approval**

For new accounts, a completed and signed Oxygen credit application must be in our possession before credit verification can begin. We use the services of Dun & Bradstreet and other credit reporting companies for credit analysis. We report delinquent accounts to those companies. We fill orders only after credit approval. Orders for past due accounts are not shipped until the account status is current.

## **Freight Claims**

We assure that products are in good condition prior to packing and shipping. We are not responsible for shipments after they leave our warehouse. The carrier signs for acceptance at that time. Customers must examine all arriving shipments for evidence of damage or breakage, and must refuse acceptance or file a claim with the carrier for compensation. UNDER NO CIRCUMSTANCES SHALL OXYGEN BE RESPONSIBLE FOR DAMAGE IN U.P.S./FED EX SHIPMENTS. All shipments are FOB Oxygen's warehouse in Fort Worth, Tarrant County, Texas.

## **Payment Terms**

Specific terms of sale are indicated on all invoices.

## **Shipping Point For All Purposes**

All shipments are FOB Oxygen's warehouse, In Fort Worth, Tarrant County, Texas.

## **Shipping Method**

For orders of \$300 or more: Freight charges for standard LTL commercial delivery or parcel delivery will be equal to 10% of the total order amount. For orders of less than \$300: Freight charges for standard LTL commercial delivery or parcel delivery will be equal to 30% of the total order amount. Please note that we do not have any minimum order restrictions. If you wish to pay the freight charges directly to the carrier, please provide your account number for the carrier of your choice. If payment terms are Open Account, freight charges are billed based upon the value of merchandise that actually ships and the freight charges for backorders or future releases, if any, are billed using the same freight rate as the original order. If payment terms are Prepaid, freight charges for the entire order are billed with the initial shipment or release and back orders or future releases, if any, ship freight prepaid. We contract with LTL freight carriers (such as YRC Freight Lines) for standard commercial delivery only. Residential delivery or accessorial services that you may require from an LTL carrier (such as inside delivery, re-delivery, call for appointment, lift gate request, etc.), will incur freight charges that are in addition to the freight rates stated above. If you advise us that you need such services when you place your order, we will prepay for the services and add them to your invoice. Otherwise, the freight carrier will bill you directly for such additional services. Parcel shipments (such as UPS) will not incur additional freight charges for residential delivery or accessorial services.

## **Shortage Claims**

Any claim for shortage must be made to us within 3 days of delivery.

## **Stock Items**

We list and show products in our catalogs for identification purposes only. In order to improve our products or to comply with code requirements or changes, we reserve the right to alter product design and/or construction without notice.

## **Returned Goods**

Merchandise Returned for Credit -- must be accompanied by a returned merchandise authorization (RMA) number issued by us within 90 days of our invoice date. Merchandise must be returned, freight prepaid, in its original factory sealed packaging and is subject to a 50% restocking fee. Discontinued, non-standard, modified (CDX-) or unsaleable merchandise will not be accepted as returned goods for credit.

Merchandise Returned Under Warranty for Credit --- must be accompanied by a return merchandise authorization (RMA) number issued by us within the warranty period. In addition, ceiling fan warranty claims made by our dealers on behalf of end users must be accompanied by a copy of the end user's dated proof of purchase as evidence of warranty validity. Merchandise must be returned, freight prepaid, in its original factory packaging. Merchandise that has been modified, or is missing parts, or that is not in its original packaging will be repaired and returned freight prepaid (if the warranty claim is approved). If merchandise cannot be repaired, credit will be issued at the invoiced value, less the value of any missing parts.

Cancellation by Buyer--- No merchandise may be returned for credit or replacement except on written approval by Oxygen. Orders placed with and accepted by Oxygen may not be cancelled except with Oxygen's written consent. Purchase Orders Cancelled more than 5 days after the date of the Acknowledgement / Proforma are subject to a 50% cancellation fee

### **Drop Shipments**

We reserve the right to refuse drop shipment or pick-up orders that are bound for destinations outside the distributor's regular or assigned selling or service area. Drop shipments are subject to additional charges.

### **Limited Warranty**

Oxygen warrants that our products are free of defects in workmanship and materials. **SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Oxygen will, at our sole option, repair or replace, FOB shipping point, freight prepaid within the Continental U.S., any of our products defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Oxygen and (except for our fixture ballasts) is limited to ninety (90) days from the date of our invoice to the original purchaser of our exterior lighting products, and one year from the date of invoice to the original purchaser of all other lighting and accessory products. Oxygen warrants the ballasts in our lighting products to be free of defect in workmanship and materials from the date of manufacture of the ballast as follows: High Power Factor electronic ballasts are warranted for five (5) years, Normal Power Factor (Mid Power Factor) electronic ballasts are warranted for two (2) years and magnetic ballasts are warranted for two (2) years. This ballast warranty is not applicable to any lighting product that is not installed and operated in accordance with the National Electric Code (NEC) and Oxygen's product instructions, including, but not limited to, lamping requirements and installation instructions. Consult the warranty included inside each fluorescent light fixture box for further information. Oxygen does not warrant any product which we promote and sell as "discontinued" nor any product which has been altered or repaired outside of our factory nor any product which, in our opinion, has been subject to abuse, misuse, negligence, accident or improper installation, maintenance or storage. **OXYGEN WILL NOT BE RESPONSIBLE FOR ANY COSTS INCURRED IN THE REMOVAL OR REINSTALLATION OF ANY PRODUCT NOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH PRODUCT USE OR PERFORMANCE OR ANY BREACH OF AFOREMENTIONED WARRANTIES.**

### **Holiday Schedule**

In observance of commonly recognized holidays, Quorum International is closed on the following days: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, day after Thanksgiving and Christmas Day.

**The terms, specifications, conditions and prices contained herein supersede all previous terms, specifications, conditions and prices, and are subject to change without notice.**

The logo for Oxygen, featuring the word "oxygen" in a lowercase, white, sans-serif font, centered on a solid black rectangular background.