



TERMS AND CONDITIONS 2008

ORDERS:

Retractable Lights Inc. (Seller) sells their product using manufactures representatives (REPS). All orders must be processed through the REPS for their giving territory. Price is established by the REPS based upon Retractable Lights current published price sheet. The factory will act as the REP for territories that are not assigned. The Purchaser is hereinafter referred to as "Buyer".

PAYMENT:

All orders will be invoiced to the Buyer upon shipping the product from the factory. Terms are net 30 days.

CREDIT:

All orders must have credit approval prior to shipping products. Credit applications may be acquired by contacting the factory.

SHIPPING:

All shipping costs are invoiced to buyer except orders over \$2500 within the United States excluding Alaska and Hawaii. Retractable Lights selects the method and routing of all shipments unless accommodations are made at time of ordering.

DELIVERY:

The promised delivery date is the best estimate of time when the product will be shipped. Retractable Lights Inc. assumes no liability for loss of profits, special, incidental, or consequential damages due to delays.

Retractable Lights Inc. assumes no responsibility for collection of loss or damage claims. Evident loss or damage to a shipment must be indicated by a notation made by the carrier's agent on the delivery receipt before the receipt is signed. The notation must clearly specify the extent of loss, shortage, or damage.

INSPECTION AND ACCEPTANCE:

All products are subject to inspection by the Buyer upon delivery and, unless Seller is advised to the contrary in writing within thirty (30) days after delivery, the products will be deemed to have been accepted as conforming with the requirements of the contract and free from all discoverable defects.