

General terms and conditions

Confidential: For authorized distributors only - effective January 1, 2011

I. Orders

A. Minimum orders for discounts (excluding parts)

\$50 Net

B. Ordering instructions

To ensure timely order processing, please remit the following information with your order:

- Purchase order number
- Desired delivery date
- Ship to/Bill to address
- Purchasing department contact name/number
- Tax exemption status
- Signed copy of this quote (if available)
- Any special delivery instructions

Order may be submitted by:

- Mail: Philips Burton, 21100 Lassen Street, Chatsworth, CA 91311
- Fax: 800-765-1770 (or 818-701-8725)
- E-mail: sales@burtonmedical.com
- EDI (per prior arrangement)

Failure to provide required information may delay product delivery.

C. Order acknowledgement

This proposal may be considered firm for a period of thirty (30) days from date of proposal or defined in bid documents. After receipt of a hard copy purchase order and acceptance of the order, Philips Burton will send an acknowledgement of the order to the purchaser within 2 working days, describing the equipment ordered, indicating an approximate shipping date, and detailing any special order instructions. Philips Burton reserves the right to change warehouse fees if delivery is delayed more than 30 days.

D. Order cancellation

Upon acceptance and acknowledgement in writing by Philips Burton, an order is considered firm, and may not be canceled without a \$250 cancellation charge. Cancellation charges for custom-built products may be subject to additional penalty fees at any time.

E. Taxes

State, local, sales/use/special taxes or charges that may be in force, or imposed during life of contract, are not included in the price. All applicable taxes will be billed unless an exemption certificate is provided in advance.

2. Delivery

F.O.B. Chatsworth. Standard ground service unless expedited shipping is requested. Express delivery is available for an additional charge. Shipping and handling charges will be prepaid and added to the invoice.

3. Installation

Installation is an additional charge and is not included in the price of our equipment. Installation is the responsibility of the purchaser.

4. Terms of payment

Standard terms of net thirty (30) days will apply (upon credit approval), following date of shipment from point of origin (manufacturer), unless retainage is included in the conditions / specifications of the project. A service charge of one and one half percent (1.5%) per month will be imposed on all invoices not paid within thirty (30) days. Philips Burton accepts the following method of payment: wire transfer, cash in advance, major credit card or Net 30 (upon credit approval).

5. Shipments and claims

- Distributor accepts all responsibility for drop shipments. Unless specific shipping instructions are given, Philips Burton reserves the right to ship in what is believed to be the most economical way.
- All freight damage claims must be made by purchaser to the delivering carrier within five (5) days of receipt of shipment.
- Any shortages or erroneous shipments must be reported directly to Philips Burton within five (5) days.

6. Returns

- Philips Burton will not accept unauthorized returns.
- It is the customer's responsibility to review product specifications, certifications, listings, etc. prior to purchase. Philips Burton's standard 18% restocking fee plus all freight charges will be applied to any product returned within two (2) months of invoice date for reasons associated with specifications, certification or listing discrepancies.
- Philips Burton will accept for full invoice credit all items returned due to a Philips Burton error in order entry or shipping within 30 days of shipment.

Exceptions:

- Visionary®, APEX and XenaLux™ are not returnable for reasons other than product defect or Philips Burton shipping error (Philips Burton must be notified of product defect or shipping error within 30 days of shipment).
- Bulbs, disposable covers, used, obsolete or special order items will not be accepted for credit.

General Procedure:

- Contact Philips Burton for a Return Goods Authorization (RGA) number with the original invoice number and an explanation of why the goods need to be returned. No credit will be authorized without a reference to the original invoice number. After the RGA number is assigned, the returned unused goods must be shipped prepaid in their original cartons and be accompanied by a

copy of the original invoice. The RGA number must be prominently shown on the carton. Any items received without an RGA number will be refused. Note: RGA number is valid for 30 days only. Products returned with an invalid RGA number will be refused.

- An 18% restocking fee plus all freight charges will be made against all authorized credit returns.
- Any duplicate orders or items cancelled after shipment are subject to the 18% restocking fee plus freight charges.

7. Exchange of merchandise

Philips Burton will accept an exchange of merchandise for equal or greater value of original Purchase Order within thirty (30) days of invoice date. Return policy applies.

8. Warranty

(See separate warranty policy)

9. Repairs

- Minimum repair order \$150 (labor plus parts).
- Warranty repairs returned prepaid to Philips Burton will be repaired free of charge. Warranty repairs must be returned to Philips Burton. Philips Burton will not pay for repairs performed in the field.
- Warranty is null & void if lights are used with bulbs other than original/factory authorized replacement models. Philips Burton bulbs are specified for use due to performance characteristics and bulb life. If a customer reports that a Philips Burton bulb fails during the first 30 days of use, it will be replaced at no charge.
- Any repairs (warranty or non-warranty) sent to Philips Burton due to failed bulbs/fuses or the like will be subject to repair charges.
- Repair fee and freight charges will be applied to all non-warranty repairs returned to Philips Burton.



Philips Burton
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We reserve the right to change details of design, materials and finishes.

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