

1460 Park Avenue. Emeryville, CA 94608 USA www.soltechlighting.com

## **Stocking Distributor Terms**

TERMS:	These terms apply for sales to qualified wholesale stocking distributors only. Qualified stocking distributor locations include any location that maintains an average monthly inventory of at least 10 units of Residential / Vita Line products, or a minimum of \$3,000 of Standard/Pro Line products available for customer sale.  2% 20, Net 30. Order value above \$49,000 will receive from 1% to 3% discount. Any account that regularly
	pays slower than our net terms will loose credit terms.
FREIGHT INFORMATION:	Orders of \$5,000 Net Price will receive prepaid freight to one destination within the continental United States.
SMALL ORDER CHARGE:	No small order charges for stocking distributors.
ADDITIONS AND CHANGES:	Orders normally ship within 48 hours. Orders received at Soltech before 11:00am PST will be scheduled to ship out the next 1 or 2 business day. (Example: if an order is received before 11:00am on the 4th, it will ship out on 5th or 6th). Orders received at Soltech after 11:00am PST will be scheduled to ship out in 2–3 business days (Example: if an order is received at 2:00pm on the 4th, it will ship on 6th or 7th). We make every effort to comply with your instructions. We will accept changes to orders; however, doing so may delay your order and additional freight charges may be incurred.
PRODUCT RETURNS:	All returns must comply with the established guidelines below:  (a) SOLTECH WILL CONSIDER "RETURN TO STOCK" REQUESTS ONLY IF THERE HAS BEEN AN ERROR BY SOLTECH. Such return to stock requests made after thirty (30) days of the invoice date will not be considered. A SOLTECH INVOICE NUMBER IS REQUIRED FOR ALL "RETURN TO STOCK" CLAIMS.  (b) A Return Authorization Number is required. The Return Authorization Number is valid for 30 days from the issue date.  (c) Returns must be shipped freight prepaid to:  SOLTECH LLC  1460 PARK AVE  EMERYVILLE, CA 94608  (d) All returned products must be: (1) in full box quantities, (2) Of current design and material, and (3) in salable condition.  (e) A credit memo will be issued against the Distributors Net Price at the time or return, and will only be issued once quantities have been verified. Credit memos are only issued for full box quantities. Broken boxes, unsalable material, specials or non-catalogued products will not be considered for credit.  (f) A 25% RE-STOCKING FEE WILL BE CHARGED FOR ALL RETURNS OVER 50% OF ANNUAL PURCHASE VOLUME. The return must be accompanied by an order for new products of greater value in order to waive the 25% re-stocking fee.  (g) All product returns are subject to the above terms and conditions.
INSTALLATION AND OPERATION:	SOLTECH shall not be responsible for the installation and operation of its Products and the warranty is not applicable to any product sold by Soltech that is not installed and operated in accordance with: (i) The National Electric Code (NEC); (ii) the Standards for Safety of Underwriter's Laboratories, Inc. (UL); (iii) the Standards of the American National Standards Institute (ANSI); and (iv) the specific instructions provided by SOLTECH for the installation of the Products.



1460 Park Avenue. Emeryville, CA 94608 USA www.soltechlighting.com

## **Stocking Distributor Terms**

ERRORS & SHORTAGES:	Shipping errors (e.g. wrong items or shortages) must be reported within 10 days after receipt of goods.
DAMAGE TO FREIGHT:	Any shipments that appear to be damaged in shipping must be noted when signing for receipt of delivery.
MARKETING MATERIALS:	Free. They can include product display rack, banners, popup stands, countertop cards, flyers and brochures.
LIABILITY OF MISUSE:	SOLTECH will not be liable for damages to property or persons due to improper installation of our material or through attempts to utilize the material under conditions which exceed the designed capabilities. Purchaser agrees to indemnity and hold us harmless from any and all claims, liabilities, damages, costs and expenses asserted against us or incurred by us because of injuries to persons or damages to property resulting from the improper installation or misuse of the material.