

# TERMS AND CONDITIONS OF SALE

(Classic Exterior Accents, Architectural Accents, Terralight® Lighting and Stylish Electronic Alternatives)

## ACCEPTANCE AND AGREEMENT:

These terms and conditions of sale constitute the entire agreement between Hanover Lantern and its dealers. There are no other agreements expressed or implied. No sales representative of Hanover Lantern is authorized to change or modify this agreement or to make any other agreements or representations, and no such modifications, changes or agreements or representations shall be binding on Hanover Lantern without written acceptance by Hanover Lantern. Dealer's acceptance of any product shall constitute acceptance of the terms and conditions hereof. All orders are subject to acceptance by Hanover Lantern. This price list is not an offer to sell.

## PRICES AND DESIGN:

- (A) The prices contained herein supersede all previously quoted prices, and are effective on all orders received by Hanover Lantern on or after May 5, 2008.
- (B) Prices and design are subject to change without notice.

## PAYMENT TERMS:

- (A) 1% 10 days - Net 30 days FROM INVOICE DATE.
- (B) Discount will not be allowed if prior invoices remain unpaid.
- (C) Invoices open past terms will effect future shipments.
- (D) Late charges on past due balances will be charged at a rate of 1 1/2% per month.
- (E) Buyer agrees to pay Seller's reasonable attorney fees and costs of collection in the event Buyer defaults in the payment of any sums due.
- (F) MASTERCARD, VISA & AMERICAN EXPRESS accepted for payment. 1% cash discount does not apply.

## MINIMUM ORDERS:

- (A) A \$25.00 service charge will be added to each order under \$150.00.

## FREIGHT POLICY:

- (A) F.O.B. FACTORY
- (B) Freight prepaid and allowed on single invoice, single shipment orders over \$1,800 shipped to a U.S. Destination (*except Alaska or Hawaii*) if Hanover Lantern chooses the carrier.
- (C) Freight prepaid and allowed on single invoice, single shipment orders for mailboxes and signs quoted by the factory for commercial projects over \$3,500 shipped to a U.S. Destination (*except Alaska or Hawaii*) if Hanover Lantern chooses the carrier.
- (D) For residential deliveries a drop ship fee may apply.
- (E) Freight allowance WILL NOT be granted if invoice is not paid within payment terms as stated above.
- (F) Truck shipments for residential delivery will be assessed additional fees.
- (G) Truck shipments that require special handling, ie: liftgates, will be assessed additional fees.

## FREIGHT CLAIMS:

- (A) If loss or damage in transit occurs, notification must be documented on delivery receipt. Notify carrier immediately to inspect shipment. Hanover Lantern is not responsible for loss or damage in shipment; however, we will assist you whenever possible in processing your claims. If UPS shipment is received damaged, report damage to us at once and hold original carton and merchandise for UPS inspection.
- (B) All other claims of error, defective goods or shortages, must be made within 15 days of receipt of goods.

## RETURNS:

- (A) Merchandise CANNOT be returned without prior authorization from Hanover Lantern. Please supply your original P.O. and/or invoice number against which the return is being made.
- (B) Transportation charges must be prepaid by the purchaser.
- (C) RGA# must be submitted with all returns.
- (D) All merchandise must be shipped prepaid, in factory-sealed original cartons, and is subject to a minimum 75% restocking charge. Custom or discontinued items not returnable.
- (E) Authorized RGAs must be returned to the factory within 60 days of issuance of RGA#.

## CANCELLATIONS:

- (A) Cancellation requests must be received in writing from the purchaser to Hanover Lantern.
- (B) Cancellations will only be accepted upon payment of charges based upon expenses already incurred.

## DROP SHIPMENTS:

Requests for drop shipments must be made IN WRITING (*with phone number of drop shipment address*) and will be subject to your guarantee covering unforeseen additional freight charges.

## MODIFICATIONS AND CUSTOM ALTERATIONS:

Any deviation from our standard fixture styles will be subject to a design charge and are NOT returnable for credit.