

oxygen

2007 authorized distributor ordering information

Minimum Order

A \$10 service charge is applied to all orders of less than \$100.

How to Order

Orders may be placed either with authorized Oxygen sales representatives or via toll free phone calls or faxes to our order department or via e-mail to: Orders@OxygenLighting.com. We will need your account number and name, the name of the person calling, a purchase order number (if appropriate), and the stock numbers and quantities of the items being ordered.

Warehouse/Ordering Hours

Order lines and warehouse operations are open from 8:00am - 5:30pm Central Standard Time Monday through Thursday and from 8:00am - 5:00pm Central Standard Time on Friday.

Payment Terms

Specific terms of sale are indicated on all invoices. Standard terms for all sales are Net 30 Days (i.e., 30 days from the invoice date).

Credit Approval

For new accounts, a completed and signed Oxygen credit application must be in our possession before credit verification can begin. New accounts normally take 48 hours to process. 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. Active accounts will be credit determined the same day the order is received. Orders for past due accounts are not shipped until the account status is current.

Back Orders

Back orders are maintained indefinitely until we ship the item to you or the item becomes discontinued. Orders for additional items may not be appended to open back orders.

Catalog Requests

Five (5) catalogs are provided to each customer's location free of charge. Contact our order department for all catalog requests. Oxygen distributors are automatically sent catalogs whenever updated editions are published.

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. or FED EX SHIPMENTS.**

Shipping Point

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

Shipping Method

We ship via the least expensive, not necessarily the fastest, carriers. If you have a preferred carrier, we welcome the information and will ship via that carrier. For basic ground transportation services, you may be asked to pay a premium for custom selected carriers. If you request any type of expedited ground transport or air transport services, you are responsible to pay the entire freight services charge for such shipments.

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 25% restocking fee. Discontinued, non-standard 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. 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 with prior written approval by Oxygen. Orders placed with and accepted by Oxygen may not be cancelled except with Oxygen's written consent.

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 our 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 "discontin-ued" 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, mis-use, 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, Oxygen 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.