

# NICOR Terms and Conditions of Sale

THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL SALES BETWEEN NICOR, INC., ITS DIVISIONS, SUBSIDIARIES, AND AFFILIATES (REFERRED TO HEREIN INDIVIDUALLY OR COLLECTIVELY AS "NICOR") AND NICOR CUSTOMER. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ACCEPTANCE OF PURCHASE ORDERS BY NICOR, AND THE ISSUANCE OF INVOICES, IS EXPRESSLY CONDITIONED UPON CUSTOMER'S AGREEMENT TO THESE TERMS AND CONDITIONS. **PAYMENT TERMS.** Total balance is due per the payment terms listed on Customer's invoice. Prior to NICOR approving a Customer for a commercial credit account, all sales will be cash in advance. A \$25.00 fee is assessed for checks returned to NICOR due to insufficient funds. NICOR reserves the right to change, terminate, or revoke the terms of commercial credit extended to Customer, at its sole discretion and without notice. Customer agrees to indemnify and hold NICOR harmless against all claims, damages, and expenses arising from a hold on Customer's account due to an outstanding debt. Unpaid balances exceeding credit terms are subject to a monthly interest charge of 1.5% (18% annum). **TAXES.** Price of material sold is exclusive of all gross receipts tax, sales or use tax, and similar taxes. Customer agrees to pay all taxes that are assessed in connection with each invoice. Wherever applicable, taxes will be added to the invoice as a separate charge to be paid by the Customer. In order to be classified as tax exempt, the Customer is required to provide NICOR with an unexpired state Tax Exemption Certificate, issued by the appropriate taxing authorities. **COLLECTIONS.** Customer agrees to pay all reasonable attorney fees and costs of collection in the event the Customer defaults in payment of credit extended to them. In consideration of NICOR extending credit, the Customer hereby waives any claims it may have as a debtor in possession under section 547 of the Bankruptcy Code, as well as any state preference law claims under the respective state statute. Customer agrees to immediately notify NICOR in writing in the event of a change in ownership, character, or legal name of Customer's business. Customer agrees that all invoices, charges, claims, and accounts hereunder, are specifically payable in the city of Albuquerque, Bernalillo County, New Mexico, where this contract is performable, in whole or in part. A dispute arising out of or as a result of, these Terms and Conditions, shall be subject to the laws of the State of New Mexico. Venue for any action filed to enforce this Agreement shall be the Second Judicial District Court for the State of New Mexico or any other county chosen at NICOR's sole discretion. **SHIPMENT TERMS.** NICOR ships all products via F.O.B. Ship Point, which means ownership of goods is transferred to the buyer at the time the goods are tendered to the freight carrier. NICOR reserves the right to select the carrier, routing, and method of transportation. Customer will be responsible for all charges for transportation when a non-NICOR carrier is requested. Partial shipments may be made at NICOR's discretion. Claims for loss or damage must be reported directly to the carrier. NICOR's willingness to assist the Customer with such claims does not indicate liability on the part of NICOR for the claim or replacement of the Products. **INSPECTION:** Customer is responsible for thoroughly inspecting goods promptly upon delivery. Customer shall notify NICOR in writing within two (2) business days of receipt of shipment of any concealed damage or defect. Failure to do so shall be deemed a waiver of Customer's right to revoke or reject product due to concealed damage or defect at a later date. **RETURN POLICY.** A valid NICOR Return Goods Authorization (RGA) must accompany all returns. To request a RGA, go to [www.nicorlighting.com/support/rga](http://www.nicorlighting.com/support/rga). Returned product in its original packaging, in resale-able condition, and purchased within the last 12 months will be subject to a 35% restocking fee. NICOR tests all defective product returns; allow 30 days for processing. Visit [www.nicorlighting.com/support/rga](http://www.nicorlighting.com/support/rga) for complete details on our Return Policy. **LIMITATION AND DISCLAIMERS OF WARRANTIES.** All NICOR warranties require that any repair/replacement estimates and costs, including but not limited to equipment rental (if any), and any other cost or expense to be incurred in the repair/replacement of product, be approved in advance and in writing by NICOR. FAILURE TO OBTAIN NICOR'S ADVANCE WRITTEN APPROVAL OF ALL REPAIR/REPLACEMENT COSTS AND EXPENSES SHALL VOID THIS LIMITED WARRANTY. For complete warranty information go to [www.nicorlighting.com/support](http://www.nicorlighting.com/support). All NICOR Warranties are incorporated into these Terms and Conditions by reference herein. **SPECIAL ORDERS.** Customer purchase orders for product requiring special application, or for product that is manufactured based on Customer's specifications, or for non-stock material, ("Special Orders"), will be non-cancellable and non-returnable. **FORCE MAJEURE.** If delivery is delayed by 30 days or more by a cause attributable to NICOR, Customer shall have the right to cancel order without being assessed a cancellation fee. NICOR is not liable for a failure to ship or delays in shipment, including but not limited to, causes by force majeure or acts of nature (such as hurricane, flood, earthquakes, volcanic eruption, etc.) or from extraordinary circumstances beyond the control of either party (such as war, strike, riot, civil disturbance, embargo, etc.). **WAIVER.** NICOR's waiver or failure to enforce a breach of these Terms and Conditions by Customer, shall not constitute or be construed as a waiver by NICOR of any further or subsequent breach by Customer. **ENTIRE AGREEMENT.** These Terms and Conditions may not be modified or changed except by written document signed by a NICOR authorized representative. Receipt by NICOR of Customer's purchase order(s) will be deemed an automatic acceptance by Customer of NICOR's Terms and Conditions.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE YOUR AUTHORITY TO BIND THE APPLICANT (CUSTOMER) TO THE TERMS AND CONDITIONS STATED HEREIN.

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Company

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Date

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Printed Name

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Title

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Authorized Signature

*Incomplete or unsigned applications will not be processed*