# **Terms and Conditions of Sale**

### 1. DELIVERY OF MERCHANDISE

Radiant Manufacturing is not liable for failure to deliver goods or a delay in delivery of goods occasioned by causes beyond its control. Including, but without limitation, strikes, lockouts, fires, embargoes, war, shipping space, machinery break downs, governmental acts or regulations.

### 2. LIABILITY OF USE

Radiant Manufacturing will not replace, credit, or refund any quantity of SolaRay until proven defective.

Radiant Manufacturing will not be liable, either in tort, or in contract, for any injury, loss, damage (direct, or incidental), arising out of the use, or the in-ability to use SolaRay.

#### 3. PRICING

All prices are subject to change without notice.

### 4. LATE PAYMENT CHARGE

Unless otherwise indicated, if an invoice becomes past due 30 days from the date due, a finance charge will be do on the unpaid balance at the rate of 2% per month.

No finance charge will be incurred if the payment is received on or prior to the due date.

## 5. PAYMENT

Credit Card purchases exceeding \$2,000.00US will be subject to a 3% processing fee.

Should a customer's bank deny payment on a check for insufficient funds or credit problems, the customer agrees to pay a\$40.00 processing charge for each check returned. A new payment will be required via Credit Card, Money Order or Certified Bank Check.

### 6. COLLECTIONS

In the event collection is required for past due invoices or accounts, Radiant Manufacturing, will be entitled to all expenses incurred, including, but not limited to reasonable attorney's fees and court costs.

### 7. REVOCATION OF CREDIT

Radiant Manufacturing reserves the right at any time to revoke any credit extended to a customer because of customer's failure to pay for goods when due or for any other reason deemed good or sufficient.

Orders placed using COD will not be honored for customers with past due accounts or invoices, until balance is paid in full.

### 8. DAMAGE CLAIMS

The responsibility of Radiant Manufacturing ceases with the acceptance of a shipment in good order by carrier.

YOU SHOULD THOROUGHLY INSPECT EACH SHIPMENT UPON RECEIPT FOR DAMAGE AND OR QUANTITY. ALL CLAIMS FOR LOSS OR DAMAGE MUST BE MADE BY THE COSIGNEE MUST BE MADE WITHIN FIVE (5) BUSINESS DAYS OF RECEIVING ORDER.

If shipping container shows apparent damaged, freight receipt should ONLY be signed "Visible Damage" on face of receipt.

In the event of concealed damage, a call requesting an inspection by the delivering carrier should be made at once. This must be done.

### 9. RETURNS

No merchandise may be returned without prior authorization.

A 20% restocking charge will apply to ALL returns, except if it is by fault of Radiant Manufacturing.

ALL returns must be made within 15 days of receipt. Returns sent later than 15 days after date of receipt will not be subject to refund, credit and/or exchange.

#### 10. WARRANTY

Radiant Manufacturing offers a 5 Year Limited Warranty on its "SolaRay" product against fading and disc separation under normal use. This warranty does not apply to the cost of installation or reinstallation, repair, damage caused by installation, damage caused by acts of God or any consequential damages. Radiant Manufacturing will replace the affected "SolaRay" product at its discretion upon examination of the product and determining that the failure is due to a manufacturing defect. Radiant Manufacturing offers no other warranties, express or implied. Use beyond normal or expected use voids this warranty.

