
Terms of Delivery and Payment

1. American PERMALIGHT[®] Inc. *Terms of Delivery and Payment* are posted on our websites www.AmericanPermalight.com and www.AmericanPermalight.shop and whether orders are given verbally, online, by email or fax, our customers accept our terms of delivery and payment. There is NO minimum quantity required on an order. Prices are in US dollars. Freight, packing charges, applicable taxes and other surcharges are not included in the value of items quoted.
2. We strive to maintain our prices. However, periodic price increases may be necessary and are subject to 30 days notice. Should unusual price increases occur due to factors beyond our control (e.g., world shortages of raw material, natural disasters), American PERMALIGHT[®] Inc. reserves the right to pass on the resultant price changes immediately.
3. **First time orders are shipped Prepaid or charged to Credit Card, unless other Payment Terms have been determined.** Special Quotes may be given with special payment terms. Customers may apply for Net 30 Terms by submitting three credit references. If all credit references are acceptable, payment terms for subsequent orders are NET 30 DAYS FROM DATE OF INVOICE, i.e., payment must reach American PERMALIGHT[®] Inc. within 30 days of invoice date. 1.5% interest per month will be charged on past due accounts. EFT – Electronic Funds Transfer is a preferred method of payment.
4. Custom-made products require a 50% deposit (regardless of any open credit terms!) The remaining payment is due on delivery of custom-made products (C.O.D.). We reserve the right to ship amounts slightly above or below the ordered quantity. Custom-made products are not returnable.
5. Terms of delivery: F.O.B. Torrance, California. With F.O.B. = free on board carrier truck, the customer assumes the risk for shipment by common carrier. All claims for in-transit damage must immediately be filed directly with the carrier. American PERMALIGHT[®] Inc. is NOT responsible for failure to deliver or late arrival of goods due to causes beyond our control. Any claims of defective or missing products must be given to American PERMALIGHT[®] Inc. in writing within seven days of receipt of goods. Provide detailed description of claim with supporting photos to OrderDesk@AmericanPermalight.com
6. Optional Insurance for all shipped items is at an additional cost to the customer. American PERMALIGHT[®] Inc. is not liable for shipments lost or damaged in transit. UPS shipments are automatically only insured up to \$100 (one hundred)!! Any additional insurance desired can be quoted at an additional cost and we strongly recommend you insure higher-valued goods.
7. **A written authorization is required from American PERMALIGHT[®] Inc. before returning merchandise.** Credit will not be issued for unauthorized returns. Merchandise authorized for return shall be properly packed and freight must be prepaid. American PERMALIGHT[®] Inc. will promptly issue credit or replace merchandise which is received in its original packaging, and in new and resalable condition. American PERMALIGHT[®] Inc. will replace product only, and is not responsible for consequential costs (freight, labor cost, etc.). All returns are subject to a \$25.00 or 15% restocking charge, whichever is greater. **All return requests must be made within 60 days from date of purchase with written authorization.** Custom-made items are NON-returnable.
8. Material supplied by us remains the property of American PERMALIGHT[®] Inc. until full payment of all current and past due invoices is made. Should creditors sell PERMALIGHT[®] material to their customers, the resulting claims become ours if our creditors are unable to pay their outstanding dues to us. Our creditors will then be asked to assist us in obtaining the money from the third-party creditor.
9. Work instructions, installation instructions, safety data sheets, recommendations as well as suggestions from American PERMALIGHT[®] Inc. are provided for our buyers' consideration, investigation and verification. They do not release our customers from the responsibility to determine whether a particular product is suitable for their anticipated use. Before starting a full production run, ALWAYS test the material for its intended use: make sure an item is suited for your intended use. Following ongoing research and development, material may be subject to technical changes. We will not be liable for any loss, damage, expense or consequential damages of any kind connected with the use of our materials.
10. Any business done with American PERMALIGHT[®] Inc. shall be subject to the laws of the State of California. Should any of the above-mentioned terms be invalid or unenforceable for any reason, all other terms remain valid.

I have read and understand the above *Terms of Delivery and Payment*, by signing below I agree to adhere to these terms:

Signature

signed by: Name/Title

Date

Company Name

Address (City, State, Zip)
