



Terms & Conditions of Purchase

Terms and Billing

Blue Photon payment terms are net 30 days on approved open account from date of invoice unless other written terms have been made in advance. In addition to open accounts, Blue Photon accepts, most major credit cards, ACH and wire transfers.

Credit card payment will be charged an additional 1.5% surcharge and wire transfer payment will be charged an additional \$45.00 processing fee to cover bank charges.

Grant of Credit Terms

Accounts will be opened only with companies on approved credit. Blue Photon reserves the right to deny credit terms for any reason, at any time. Blue Photon's extending of credit is a form of good faith and the buyer is asked to reciprocate this good faith by paying invoices on time. Blue Photon reserves the privilege of declining to make deliveries except for cash whenever, for any reason, doubt arises as to the buyer's responsibility to pay develops.

Late Payments

Late payments may be charged a late fee of 2.00% per month, 24% per annum. Customers who pay invoices late three consecutive times may have their credit terms reduced or their payment terms modified to a down payment requirement. Customer's credit may be revoked at any time for late payments.

This policy is not designed to be punitive in nature but is to encourage communication between Blue Photon and its customers if payment terms cannot be met. Late fees may be waived at Blue Photon's discretion.

Product Warranty

All Blue Photon branded equipment is warranted for a period of one year from the date of delivery against manufacturing defects that affect the performance of the Blue Photon system. Equipment and supplies not branded by Blue Photon may have different manufacturer's warranties. Consult the information provided with the equipment or email the Blue Photon sales team at sales@bluephotogrip.com for additional information.

FAILURE TO USE BLUEGRIP DESIGNED ADHESIVES AND BLUE PHOTON APPROVED EQUIPMENT WILL VOID ALL WARRANTIES AND MAY SUBJECT THE USER TO UNSAFE CONDITIONS.

BUYER AGREES TO INDEMNIFY THE COMPANY AGAINST ANY DAMAGE, LOSS OR EXPENSE, INCIDENTAL OR CONSEQUENTIAL, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE INCLUDING BUT NOT LIMITED TO THE COMPANY'S REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF PRODUCT REPRESENTATIONS OR STATEMENTS NOT SPECIFICALLY AUTHORIZED BY THE COMPANY HEREIN, OR OTHERWISE IN WRITING.

Returns / Warranty Issues

Returns are processed through our Customer Service Team with a Blue Photon Returned Material Authorization (RMA) form. Contact a Blue Photon Customer Service member at sales@bluephotogrip.com or call 855-777-2040 to obtain authorization, as returns will not be accepted without prior submission of the RMA.

The following conditions will apply to all returns:

- Only standard stock items, unused, in the original packaging, and in sellable condition are eligible. Special products (including large quantities of standard items) are non-returnable, as well as those purchased on a blanket order or purchase agreement (special conditions may apply).
- All returns will be inspected. Any items received in a non-sellable condition will be returned collect or disposed of at the customer's discretion.



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- A returned product must have been purchased within the past three (3) months.
- If a product is being returned due to an error made by Blue Photon, we will process it free of charge and immediately provide a replacement.

Customer Alterations

Blue Photon cannot be responsible for the performance of, or compliance of Specifications, nor can we accept, for return, any product that has been altered in any way by the end user or purchaser.

Engineering Changes

Blue Photon is committed to Continuous Improvement so specification and engineering data may change without prior notice. We recommend that you download the most current drawing from our website www.bluephotongrip.com or contact a Blue Photon Customer Service member at 855-777-2040, to verify dimensions and/or specifications of the product you are interested in before you make a purchase.

Quotations

Stenographical and clerical errors subject to correction. Until an order is accepted by Blue Photon, quoted prices are subject to change without notice. All quotations, unless otherwise stated, are for immediate acceptance. The price(s) shown on the face of the quotation are subject to acceptance within 30 days from date of the quotation. We do not anticipate difficulty, but should it arise, our quotation must be contingent upon strikes, accidents, delays of carriers, traffic regulations, or other causes of delay beyond our control. Our quotation is based on prevailing costs of labor and material, but does not include Federal, State, or Municipal taxes.

Special Order Items

Blue Photon is happy to offer modified versions of standard items, or special manufactured items within the following parameters:

- Minimum production run quantities may be required. Special order products will require some form of specification approval (i.e. signed drawing) prior to the start of production.
- Special Orders cannot be cancelled or returned once Blue Photon receives a Purchase Order.
- Standard pricing discounts do not apply to special items.
- All special items are subject to a pricing review prior to the acceptance of orders/re-orders.
- Special item delivery lead time must be confirmed with Blue Photon upon receipt of order.
- Deposit may be required.
- An engineering charge will apply. Engineering costs will be included on the quotation.



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Cancellation of Special Orders

Orders may be canceled or deliveries deferred only upon the condition that the Buyer assumes immediate liability and makes payment to Blue Photon for all work completed at the unit price; work in process on the basis of the percentage of completion thereof, times the order unit price; raw material, unamortized tooling, engineering and other cancellation charges incurred on the basis of cost to the Seller, plus handling and overhead charges. All cancellation charges to be determined at the time of cancellation or deferment.

Shipping

A variety of shipping methods and carriers are available. Normal shipment is FedEx or UPS - FOB Shelby Michigan unless otherwise noted. Most orders received by mid-day ship the same day. There is no additional charge for drop shipments. If parts are on backorder, they are always given a high priority and will ship as soon as they become available. Shipping charges are prepaid and added to the invoice or billed to third party when the PO is supplied with a shipping account number. Special charges and guidelines apply to shipments outside of the United States. Buyer is responsible for all applicable taxes and duties on international shipments.

Claims

If the Buyer claims delivery of material not as ordered he must notify Blue Photon within ten (10) days after receipt of shipment. No returns will be accepted after this period. If such claim is sustained and material furnished is not as ordered, Blue Photon shall have option to repair, replace, or offer credit. Under no circumstances will the Seller be liable for damages or claims for expense involved in using his product. Seller will not allow claims for defective goods on these parts further processed by the Buyer and resulting in change of either dimensions or the characteristics from parts as ordered. Claims for shortage must be made within ten (10) days from receipt of the goods. Goods are considered sold and our responsibility ceases when delivery is made to the transportation company. In the event of goods being lost in transit, we will make every effort on behalf of customers to have lost goods found or to have the transportation company make proper restitution for loss. Damage claims must be made against carrier.

Safety Data Sheet (SDS)

An SDS is a document that is required by the Occupational Safety and Health Administration (OSHA) and provides specific Safety, Health and Environmental information about a product. Manufacturers or importers are required to provide SDSs and employers are required to have them available for their staff as per OSHA Hazardous Communication Standard 29 CFR.1910.1200. An SDS will be provided for a product when: you order product for the first time, an SDS revised, or you request another SDS. All Blue Photon SDS's meet the Global Harmonized System (GHS) as required by OSHA (HSC 2012)

Entire Agreement

By placement of an order or by acceptance of goods ordered, buyer signifies that no terms, conditions or warranties other than those stated here, and no agreement or understanding, in any way purporting to modify these terms, conditions and or warranties, whether contained in buyers purchase order or elsewhere, shall be binding on Blue Photon. These terms may be modified if agreed upon by Blue Photon and the buyer in advance and only if written before the acceptance of a purchase order and signed by a Blue Photon Officer.