



TERMS OF SALE

PAYMENT TERMS: Cash Accounts: 100% payment due before shipping. Credit accounts: 50% deposit when applicable. Credit terms Net 10th, with cutoff of the 25th of the prior month. All orders subject to acceptance by DOLAN HOSPITALITY. All delinquent account balances outstanding more than 15 days, after due date, shall accrue late charges at the lesser rate of 1.5% per month (18% per annum or the maximum amount permitted by law, until paid in full. (Possession of price sheet or catalog does not constitute offer to sell).

CUSTOM ORDERS: A 50% deposit is required on ALL custom orders before any manufacturing processes begin. Due to the nature of custom products, we recommend that you order additional quantities, as additional products may not be available at a later date. Replacement orders or orders for additional quantities may be at substantially higher prices. Custom orders must be canceled within 10 days from receipt of order & deposit. Orders canceled after this point are subject to reimbursement for work already performed and any special materials purchased by our company to meet your specifications. Custom items require a minimum order of 100 or more units and lead time of 120 days.

STOCK ORDERS: Items shipping from stock usually ship within 24-48 hours from receipt of order, with an established credit account, or 100% deposit with a cash account. Orders for stock items may be canceled prior to shipping without charge. Orders must be received by 12:00 PM PST in order to ship the same day.

FOB POINT: All goods are shipped F.O.B. DOLAN HOSPITALITY at either distribution center: Portland, Oregon 97209 or Seattle, Washington 98134, Depending on location of the product.

FREIGHT TERMS: All orders are shipped via Dolan Hospitality's choice of carrier, prepaid & charge. Third-party billing is accepted when applicable. Dolan Hospitality will not be liable for differences between freight estimates and actual freight charges. Should you receive a bill for freight which should have been billed to DOLAN HOSPITALITY you must notify us immediately. DO NOT PAY THE BILL. If you pay the bill you forfeit the right to charge us for that freight amount. All Orders to Canada are subject to a 8% Duty & Brokerage, 5% GST Tax. Use of

TRANSPORTATION: Every effort will be made to ensure that merchandise arrives in good condition. Our packaging is designed to meet or exceed carrier's specifications. In the event of transit damage DO NOT REFUSE TO ACCEPT DELIVERY. Obtain the driver's notation for shortages or damaged merchandise, and file a freight claim with the carrier. All shipments travel at the purchaser's risk.

GENERAL CONDITIONS: All fixtures are U.L./C.U.L., E.T.L., and C.E.T.L. listed. Wattage ratings and/or specifications, as posted in our catalog, may be altered by DOLAN HOSPITALITY in the event that U.L. procedures change. Prices, minimums, specifications, and availability are subject to change without notice. We reserve the right to change specifications in order to conform to regulations, improve product design and/or availability. Minimum order requirements are applicable to many items. Please consult factory for availability.

All sales are subject to federal and Washington or Texas state taxes, as required by law. DOLAN HOSPITALITY reserves the right to refuse any direct shipment orders for destinations outside distributor's normal trading areas.

RETURN OF GOODS: All returns must have a Returned Good Authorization form attached in order for return to be accepted. Full credit will be issued for merchandise meeting all of the following conditions: (1) Merchandise being returned must be within 30 (thirty) days of invoice date. (2) All items returned must be in a resalable original carton. (3) Merchandise must be determined by us to be in resalable condition. (4) All items returned must be stocking merchandise. (5) There are no returns on installed items or products that have been marked as "close-out", "as-is", "clearance", or "non returnable". SPECIAL ORDER PRODUCTS are not returnable. Stock materials returned within 30 days of purchase, no restocking charge. Stock materials returned within 31-90 days, 35% restocking charge. No returns on stock materials returned 90 day and over. Stock materials that have been installed are subject to returned goods policy and restock charge. RETURN OF LARGE QUANTITIES OF MERCHANDISE require arrangements be made with our vendors, therefore, we cannot authorize these products to be returned until such returns have been approved by the manufacturer or manufacturer's representative in writing to our agent and may also be subject to restocking and shipping fee. We reserve the right to refuse returned merchandise.

WARRANTY: Dolan Hospitality warrants that its products are free of defects in workmanship and materials for a period of one year from the date of delivery, under normal usage conditions. Fixtures considered to be defective in material or workmanship will be replaced, repaired, or credited at our discretion. No charge backs or labor charges will be honored by or paid by DOLAN HOSPITALITY without prior written consent or contract agreement. DOLAN HOSPITALITY shall not be responsible for any other damage or loss which may be sustained or claimed. Any goods returned to DOLAN HOSPITALITY without written authorization will be refused and returned at sender's expense.