



HELLA, INC.
SOE CONDITIONS OF SALE

PRICES:

Current price lists. Price subject to change without notice.

TERMS OF PAYMENT:

Net 30 days from date of invoice. A finance charge of 1.5% per month (annual percentage rate of 18%) will be applied to any amounts past due.

TRANSPORTATION:

Ex-works

- Carrier of customers choosing
- Parcels can be on customers account or prepaid and billed

EXPORT CONTROLS:

Hella products are subject to all U.S. export control laws, regulations and administrative policies. Diversion contrary to U.S. law is prohibited. Purchaser understands that a license, written approval or other authorization may be required from the Bureau of Industry and Security of the U.S. Department of Commerce, the Directorate of Defense Trade Controls of the U.S. Department of State or other U.S. government agency prior to the export or reexport of these items from the U.S. Guidance may be found at <http://www.pmdtdc.state.gov/> and

<http://www.bis.doc.gov/index.php/about-bis>. Purchaser further understands that it is unlawful to export, reexport or transfer, or to attempt to export, reexport or transfer these

items to individuals or entities on the List of Debarred Parties, Denied Persons list, Specially Designated Nationals List, Entity List, Unverified List or Nonproliferation Sanctions list, as well as sales or transfers to Embargoed Countries. It is the purchaser's responsibility to be aware of these Lists. These lists may be accessed at:

<http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>.

CLAIMS:

We inspect all merchandise carefully for correct quantity, damages, and defects.

- a) Carrier assumes responsibility upon receipt and all claims for damage or carton shortages at destination must be filed by you against carrier.
- b) Claims for merchandise shortages must be filed with Hella, Inc. in accordance with our procedure and within three (3) days after receipt of shipment. Any claim after this period, will not be considered.
- c) Claims for concealed shipping damage can be processed via your local sales person. For Scrap In Field process, please contact your local sales person or Hella, Inc. Customer Service for more details.

RETURNS:

Stock returns will not be accepted unless the merchandise is complete and in saleable condition and has been previously authorized by the sales department. Returns are subject to a 15% handling charge plus a 10% repacking charge if applicable. Special order parts, displays, and promotional material are not eligible for return. Returns will require approval from sales prior to any RGA authorization.

Credits will be issued on the basis of actual price paid less the aforementioned return charges. An RGA number is required for all returns and may be obtained from Customer Service. The customer is responsible for all freight charges on returned products. Any products rejected by Hella, Inc. will be returned to the customer at the customer's expense.

Hella stock returns should be sent to PTC Returns at the following address:

PTC Returns
102 International Drive
Peachtree City, GA 30269

WARRANTY:

Hella, Inc. limited warranty guarantees Hella products to be free from defects in materials and workmanship for the period of (1) one year after purchase from Hella Inc. This guarantee does not cover damages from road hazards, improper wiring, installation or operation, or willful abuse. Warranty does not cover consequential damage, or damage or inconvenience caused by non-operation of the product. Hella's liability is limited to either free repair or free replacement of warranted merchandise at Hella's discretion. No credits or refunds will be issued. No warranty or guarantee, expressed or implied, exists with regard to bulbs unless specified below.

WARRANTY EXCEPTIONS

BULBS No warranty or guarantee, expressed or implied, exists with regard to bulbs. **OPTICAL WARNING SYSTEMS**
Strobe Tube Warning devices (excluding the Strobe Tube): (2) Two years from date of purchase. There is no warranty for product used in a mining environment. **Strobe Tube:** (1) One year from date of retail purchase. **LED Warning devices:** (5) Five years from date of purchase. (1) One year for product used in a mining environment.
MINING Products (5) Five years from date of retail purchase
ELECTRONIC SENSORS (1) One year limited warranty

When a Hella product is suspected to be defective, contact your Customer Service Representative for warranty submission. All warranty returns require a Return Goods Authorization (RGA) number clearly marked on the outside of the carton being returned. The entire product must be returned, not just suspected defective part(s), shipped freight

prepaid, together with the detailed written description of suspected failure. Hella reserves the right to provide repaired or replaced product via freight prepaid.

Credit will be issued upon inspection and acceptance of defective goods. Customer Service will notify you of rejected claims. You will have ten (10) working days from date of notification to request return of product to your facility freight collect. If no response is received, product will be discarded and no credit will be issued.

This Hella limited warranty is given in lieu of all other warranties expressed or implied. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Warranty returns should be sent to the following address:

PTC Returns
102 International Drive
Peachtree City, GA 30269

BACK ORDERS:

Unless otherwise specified by the customer, all orders for merchandise temporarily out of stock will be held on back order and shipped when available.

SPECIAL ORDER ITEMS:

Customer Purchase Orders for Special Order Items are non-cancellable. Special Order Items are defined as non-stocking parts that are marked as such in price sheet or do not appear in the current Hella, Inc. price lists.