



# OEM Policy



## ***TERMS OF SALE***

### ***Terms of sale:***

- All products will be billed at prices in effect at time of shipment.
- Price subject to change without notice.
- Minimum billing charge is \$100 net plus transportation charges.

### ***Cash:***

- Advance offers a cash discount on fluorescent ballasts as incentive for prompt payment that can result in significant savings to the OEM Customer.
- 1% 10th, net 15th prox for electronic and magnetic fluorescent ballast orders.
- Terms for HID are net 30 days.

## ***TRANSPORTATION***

### ***Freight:***

- Prepaid\* for shipments of 1000 lbs. or more of magnetic fluorescent or HID ballasts; minimum 400 lbs. for electronic ballasts. Also prepaid freight will be allowed for mixed ballast type orders if the electronic ballasts portion is at the minimum allowable level of 400 lbs.

\*Provided Advance Transformer selects the shipment method and routing.

### ***Approved Carriers:***

- Advance has negotiated and maintains a relationship with a network of approved carriers to ensure prompt, reliable delivery of product. Should the OEM Customer require shipment using a non-approved carrier, the OEM Customer assumes responsibility for the freight costs, regardless of order size.

### ***Shipment Shortages:***

- Should there be a shortage in the shipment to the OEM Customer, Advance may assume claim-filing responsibility given the shortage is reported within three (3) working days from the date of receipt.

### ***Shipment Damages:***

- Advance may also assume claim-filing responsibility for damages to a shipment given the OEM Customer provides Advance a copy of the carrier's delivery receipt showing signed notation of damage by the driver, or a copy of the carrier's properly completed inspection report.

## ***TERMS OF USE***

### ***Position:***

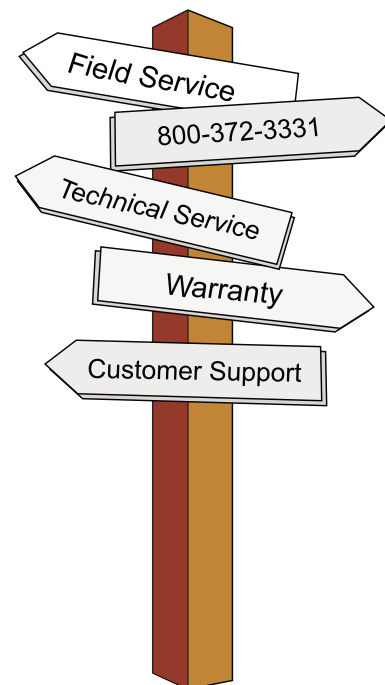
- Ballasts sold to OEM customers are for the OEM's initial installation into a lighting fixture manufactured or assembled by the OEM.

### ***Policy:***

- Advance does not ship to OEM customers any ballast in individual cartons, commonly referred to as IC Distributor Packs.

### ***Recourse:***

- Should an Advance OEM customer be found to not be using the ballast for the initial installation into a lighting fixture manufactured or assembled by the OEM and in the event ballasts are resold for replacement purposes, Advance will bill the OEM and OEM agrees to pay the difference between the OEM price and the price per applicable distributor schedule.



## ***RETURNS***

### ***Return Form:***

- To facilitate and expedite the credit process prior to return, an Advance customer support representative must be contacted for all returns that are quality related or a result of shipping errors. The Advance customer support representative will complete a return form with the information supplied and then fax this prenumbered form to the customer with instructions for return shipment. This form must accompany the return shipment in order to ensure proper credit. Please contact Advance customer support at (800)372-3331.
- For any other return issues, please contact your Advance sales representative.

### ***Freight Terms - Returns:***

- The OEM Customer is asked to ship all returns to the designated Advance location freight-prepaid. Provided freight reimbursement is due, Advance will add the amount to the OEM Customer's credit for the ballasts. Note that Advance is unable to accept freight collect shipments which could result in additional costs and delay awarding credit to the OEM customer.

## ***Operative Ballasts (Good Unit Returns - New and Unused)***

### ***Inspection:***

Advance inspects returned operative ballasts to ensure they are:

- Of Advance manufacture
- In resalable condition
- Date-coded within Advance's published warranty period
- Currently cataloged
- Returned in the original Advance-labeled cartons

### ***Non-Compliance:***

- If any ballasts do not comply with the above, credit will not be given and ballasts will be retained for up to 30 days pending the OEM Customer's instructions.

### ***Restocking Charges:***

- The OEM Customer assumes a 25 percent charge for restocking. This charge can be waived if the return is due to a shipment error by Advance.

## ***Inoperative Ballasts (In-Warranty Returns)***

### ***Inspection:***

Advance inspects returned inoperative ballasts to ensure they are:

- Of Advance manufacture
  - Date-coded within Advance's published warranty period
- As in the case of operative ballasts, if any inoperative ballasts do not comply with the above, they will be retained for up to 30 days pending the OEM Customer's instructions. Please contact our technical service/warranty department at (800)-372-3331.

### ***Destroyed in the field:***

- In certain cases, the authorized Advance representative may deem that the inoperative ballasts be destroyed at the OEM Customer's place of business. An authorization form needs to be completed and signed by the Advance sales representative prior to ballasts' destruction.

### ***Credit or Replacement:***

- Advance offers the option of credit or replacement to OEM Customer for reimbursement.

### ***Labor Charges/Reimbursement:***

- Advance will assume responsibility for labor charges associated with replacement of warranty product as negotiated with the Advance Transformer Co. product service organization prior to performance of replacement labor by calling (800)372-3311.

## ***ADVANCE WARRANTY SERVICE PROGRAM***

As the world's leading producer of lamp ballasts, Advance takes pride in the proven workmanship and reliability of its products. With an untiring commitment to quality and customer satisfaction, Advance offers this comprehensive Warranty Service Program. (See last section.)

### ***EZ Replacement...***

... Contact Technical Service/Warranty department at (800)372-3331 for directions to expedite replacement.

### ***Responsive Field Service...***

... in case of special needs, phone Advance's Warranty Service team toll-free at (800)372-3331. A team representative will set into action a remedial process including reasonable provisions for installation.

**ADVANCE TRANSFORMER CO.  
LAMP BALLASTS LIMITED WARRANTY**

Advance Transformer Co. ("Advance"), 10275 W. Higgins Road, Rosemont, Illinois 60018 warrants that its lamp ballasts will be free from defects in material and workmanship from the date of manufacture by Advance for the following time periods:

Electronic (all) .....	5 years*
PowrKut and Companion .....	5 years*
Mark III Energy-Saver .....	3 years*
Standard Magnetic Fluorescent .....	2 years*
High Intensity Discharge (HID) .....	2 years*
Fluorescent and HID Sign Ballasts .....	2 years*

\* Effective with manufacturing in January, 1994 (Date stamped 01-94)

This warranty is conditioned upon proper storage, installation, use and maintenance. This warranty is not applicable to any ballast which is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI), and with Advance's instructions and guidelines for the ballast. This warranty is not applicable to any ballast subjected to abnormal stresses and operating conditions.

Advance shall correct any defects, at Advance's option, by either repairing any defective part or parts, or by replacing any defective part or parts, or by making available a new replacement ballast.

The conditions of any tests concerning any ballast which is claimed to have not performed to this warranty shall be mutually agreed upon in writing and Advance shall be notified of, and may be represented at any such tests. This express limited warranty is extended by Advance only to the original or first end-user purchaser.

Warranty claims are to be made in accordance with Advance's published Warranty Service Program.

**NO IMPLIED STATUTORY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD**

The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are given or herein expressed. This warranty sets forth Advance's responsibilities regarding the ballast and claimants exclusive remedy.

**LIMITATION OF LIABILITY.** Advance will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profits or revenues, loss of use of ballast or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, down time costs, or claims of claimant's customers.

Advance's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement or from the product or services furnished hereunder shall not exceed the price of the specific ballast or ballasts which gives rise to the claim.

This warranty gives the claimant specific legal rights. The claimant may also have other rights which vary from state to state.