

# Invoicing, Storage, Shipping & Return Policies



## Invoicing

All units will be invoiced upon completion. Payment is due upon receipt of invoice. Any other terms for payment must be agreed to in advance by Blue Star Power Systems, Inc. Credit Department prior to placement of order. By accepting these terms, Buyer grants Blue Star Power Systems, Inc. a first priority, purchase money security interest in and to the goods and materials identified in the invoice. All invoiced goods are subject to the security interest retained by Blue Star Power Systems, Inc. Buyer authorizes Blue Star Power Systems, Inc. at its option to file any financing statements.

## Storage

Blue Star Power Systems, Inc. will hold and store your unit for a period of 30 days following completion / invoice date. After the 30 day period Blue Star Power Systems, Inc. will charge a fee of \$300.00 dollars per month payable in full the first day thereafter and on the same day of each month thereafter. Blue Star Power Systems, Inc. will not be responsible for any weathering, damage of any kind, or theft of the unit. All units are stored unsecured outdoors. During any storage, risk of loss shall be completely on the Buyer. Buyer shall remove any stored units immediately upon request of Blue Star Power Systems, Inc.

## Shipping

All shipments are F.O.B. Blue Star Power Systems, Inc. If Buyer arranges freight for its own units, the following guidelines must be met:

- ▶ All carriers must meet scheduled pick-up time. Additional charges may apply if time is not met.
- ▶ Please provide your freight company clear directions to the Blue Star Power Systems, Inc. facility.
- ▶ All carriers will be required to provide proof of insurance greater than or equal to 125% percent of the load value. Buyer arranged shipments will not be released without written proof of insurance.

Please note it is standard policy to shrink wrap and skid all units before shipment. In the event damage occurs during shipment, Blue Star Power Systems, Inc. will not warrant any damage to the unit resulting from the wrap, skid, or chain/straps, etc.

*\*ASCO Power Technologies transfer switch freight is arranged by the ASCO Power Technologies factory, and under most circumstances are F.O.B. Please note: ASCO Power Technologies and Blue Star Power Systems, Inc. policies state any freight damage is the responsibility of the receiving party and freight company. ASCO Power Technologies and Blue Star Power Systems, Inc. do not get involved in shipping claims related to ASCO Power Technologies transfer switch shipped product.*

## Returns & Cancellations

No returns will be allowed without prior authorization from the Components or Warranty Department. All claims for defective goods, errors, or shortages in goods delivered by Blue Star Power Systems, Inc. must be made in writing within 10 days from receipt of the goods. All returns and cancellations authorized by Blue Star Power Systems, Inc, are subject to a restocking charge. Components and Transfer Switch sales will incur a 30% restocking fee if canceled or returned. Generator Set cancellations within 15 days of purchase order date will incur a 10% cancellation fee. Generator Set cancellations within 30 days of purchase order date will incur a 20% cancellation fee. Generator Set cancellation beyond 30 days of purchase order date will incur a 35% cancellation fee. Blue Star Power Systems, Inc. reserves the right to require completion of all purchase order terms by buyer and make full payment in accordance with the terms and conditions set forth in the purchase order.

This agreement is deemed made and executed in North Mankato, Nicollet County, Minnesota and shall be construed and interpreted in accordance with the laws of the state of Minnesota without giving effect to its conflicts of laws principals. Each of the parties submits to the exclusive personal jurisdiction and venue with respect to any action or proceeding arising out of, in connection with, relating to, or by reason of this agreement before the district court of the state of Minnesota, located in Nicollet County and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court.