

INTERLIGHT

Please Remit Payment to:

INTERLIGHT
7939 NEW JERSEY AVE
HAMMOND IN 46323-3040 USA
PHONE: 219-989-0060 FAX: 219-989-1022

WWW.INTERLIGHT.BIZ

Invoice no.: 6870180
Invoice Date: 02/06/2019
Cust. No.: 433448
CAGE CODE OYRR1
FEDERAL I.D. #35-1859824

Bill to:

DUANE R THOMPSON
MONTEREY BAY AQUARIUM RESEARCH
7700 SANDHOLDT ROAD
MOSS LANDING, CA 95039

Ship to:

DUANE R THOMPSON
MONTEREY BAY AQUARIUM RESEARCH
7700 SANDHOLDT ROAD
MOSS LANDING, CA 95039

	Terms: CREDIT CARD	Order Date: 02/06/2019
Ordered by: DUANE THOMPSON		Ship Date: 02/06/2019

Order Qty	Ship Qty	Back Qty	Item No.	Item Description	Price	Extended
2	2	0	WW-1G27-1 (For 7426)		5.99	11.98
			ESR	120/130V BA15D 100 WATT		

Overstock Sale

Track shipment at www.usps.com tracking no. 92748963438508513018050238

Product Total: 11.98
Shipping Charge: 10.52

Prepaid by credit card no. XXXXXXXXXXXX0657

PLEASE GIVE RECEIPT TO THE PERSON WHO PAYS THE CREDIT CARD BILLS

Credit Card: **22.50**

Bill to:

DUANE R THOMPSON
MONTEREY BAY AQUARIUM RESEARCH
7700 SANDHOLDT ROAD
MOSS LANDING, CA 95039

Cust. No.: 433448
Invoice no.: 6870180
Due Date: 03/08/2019
Invoice Date: 02/06/2019



CUT & TAPE TO YOUR EQUIPMENT



ORDER REPLACEMENT BULB FROM
WWW.INTERLIGHT.BIZ
800-743-0005 219-989-0060

TERMS AND CONDITIONS OF SALE

Sales by Interlight ("Seller" or "Interlight") are made only under the terms and conditions set forth herein and terms and conditions of any purchase order submitted by the Purchaser ("Purchaser" or "Buyer") shall be of no force and effect, regardless of any provision to the contrary. Interlight's failure to take exceptions to the terms and conditions embodied in any purchase order submitted by the Purchaser shall not be deemed to waive the above provisions unless a written agreement exists between Interlight and the Purchaser, which is duly signed by both parties.

Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's written acknowledgment hereof, (b) Buyer's acceptance of any shipment, (c) Buyer's failure to acknowledge or reject these terms and conditions in writing within five business days after delivery, or (d) any other act or expression of acceptance by Buyer. Buyer's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception and any term, condition, or proposal hereafter submitted by Buyer (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by Seller. Seller's silence or failure to respond to any such subsequent term, condition, or proposal shall not be deemed to be Seller's acceptance or approval thereof.

Delivery shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Title to, and all risk of loss or damage with respect to, the Products shall pass to Buyer upon delivery by Seller to the carrier or Buyer's representative at Seller's warehouse, plant, representative, supplier, agent or other. Buyer shall notify Seller, in writing, within 48 hours of any claimed shortages or rejection as to any delivery. Failure to give any notice shall be deemed an acceptance in full of any such delivery. Seller shall not be liable for any shipment delays including but not limited to delays caused by unavailability or shortages of Products from Seller's suppliers; natural disasters, war, riot, floods, accidents, fire or any other causes beyond Seller's control whether or not similar in nature to any of the causes herein specified.

The Products are being invoiced at the prices specified on the front of this form, or in the case of Internet sale, on the checkout or prices screen(s). Buyer shall bear all applicable federal, state, payment is due. Buyer's failure to make timely payment may result in such action as revocation of credit, delay or cessation of future deliveries, repossession of unpaid delivered goods or other and termination of this agreement or any one or more of these. Seller hereby retains (and Buyer grants to Seller) a security interest in the Products to secure payment in full and compliances herewith and Buyer agrees to execute any additional documents necessary to perfect such security interest. Buyer agrees to reimburse Seller for any collection fees, attorney's fees, court costs and travel fees incurred in collecting payment, return of merchandise or other acceptable property. Buyer shall give Seller access to Buyer's location(s) to collect merchandise (or other property) if it is not paid in full. Buyer will facilitate this occurrence to minimize expense on both parties and will not attempt to remove Seller (or their representative) including the use of security personnel or police agencies. Buyer grants seller the right to visit and access Buyer's premises for purpose of collecting debt(s) and/or removing merchandise or property of equal value. Should Buyer attempt to obstruct seller in removing such merchandise or property Buyer agrees to reimburse Seller for any and all addition expenses occurred by such action.

Interlight shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the products including but not limited to damages for lost profits, loss of use or for any damages or sums paid by Buyer including to third parties, even if Interlight has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited exclusive remedy to achieve its essential purpose or otherwise.

The Products are being invoiced at the prices specified on the front of this form, or in the case of Internet sale, on the checkout or prices screen(s). Buyer shall bear all applicable federal, state, municipal and other government taxes. Exemption certificates must be presented prior to shipment. All unpaid invoices shall bear interest at the maximum legal rate commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as revocation of credit, delay or cessation of future deliveries, repossession of unpaid delivered goods or other and termination of this agreement or any one or more of these. Seller hereby retains (and Buyer grants to Seller) a security interest in the Products to secure payment in full and compliances herewith and Buyer agrees to execute any additional documents necessary to perfect such security interest. Buyer agrees to reimburse Seller for any collection fees, attorney's fees, court costs and travel fees incurred in collecting payment, return of merchandise or other acceptable property. Buyer shall give Seller access to Buyer's location(s) to collect merchandise (or other property) if it is not paid in full. Buyer will facilitate this occurrence to minimize expense on both parties and will not attempt to remove Seller (or their representative) including the use of security personnel or police agencies. Buyer grants seller the right to visit and access Buyer's premises for purpose of collecting debt(s) and/or removing merchandise or property of equal value. Should Buyer attempt to obstruct seller in removing such merchandise or property Buyer agrees to reimburse Seller for any and all addition expenses occurred by such action. Interlight shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the products including but not limited to damages for lost profits, loss of use or for any damages or sums paid by Buyer including to third parties, even if Interlight has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited exclusive remedy to achieve its essential purpose or otherwise.

The terms and conditions shall upon acceptance by Buyer constitute the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and shall supersede all prior offers, negotiations, understanding and agreements. No additional or different terms of conditions, whether material or immaterial, shall become a part of this agreement unless expressly accepted in writing by an authorized office of Seller. Any waiver by Seller of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. The terms and conditions of this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Indiana, without regard to any applicable choice of law or conflicts rules.

Disclaimer of Warranties

Seller make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about purchases, deliveries, or product life/use. We do not warrant that your bulb will work or will not need to be replaced or that it will not be handling or use.

Waivers and Limitations of Liability

Seller and Buyer both agree to limit claims against each other for damages or other monetary relief to direct damages. This limitation and waiver will apply regardless of the theory of liability. That means neither of us will try to get any indirect, special, consequential, treble or punitive damages from the other. This limitation and waiver also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God.

This Agreement may not be assigned by either party without the prior written consent of the other party. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns. Any claim or controversy arising among or between the parties hereto and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in Hammond, IN by an arbitrator under the then prevailing rules of the American Arbitration Association ("AAA"), unless the dispute concerns \$10000.00 or less. For claims of \$10,000 or less, the party bringing the claim, can bring an individual action in small claims court in Hammond, IN. You can get procedures, rules and fee information from the AAA (www.adr.org). Any such arbitration must be commenced no later than One (1) year from the date such claim or controversy arose. To the extent the claim is not arbitrable and is filed in state or federal court, such claim will be filed in a Court in Hammond, IN. To the extent that Buyer cannot afford arbitration, Seller agrees to pay the costs of arbitration, up to \$1000.00.

In any arbitration involving this Agreement, the arbitrator shall not make any award, which will alter, change, cancel or rescind any provision of the Agreement and their award shall be consistent with the provisions of this Agreement. The award of the arbitrators shall be final and binding and judgment may be entered in any court of competent jurisdiction. The arbitrator also shall have the right to award reasonable attorneys fees to the prevailing party, capped at \$1000.00. In addition to the foregoing, Seller may apply to any court of appropriate jurisdiction for any of the provisional remedies it may be entitled to, including but not limited to injunction, attachment or replevin, pending the determination of any claim or controversy pursuant to the arbitration provisions of this Agreement.