

Conditions of Sale

Freight Allowance

Contiguous United States

- Standard freight costs will be prepaid when the net order value is equal to or greater than \$1,500
- Orders less than the prepaid freight allowance (\$1,500) will be charged 15% of the net order value.

General

The information contained herein supersedes all previous listings. Prices and quotations are subject to change without notice. Lamps are not included with fixtures unless indicated.

Voltages and Hertz

All standard fixtures are furnished for operation on 110-125 volts, 60 Hertz, alternating current. Prices for special voltages and Hertz available upon request.

Underwriters Laboratories

All fluorescent fixtures are designed and manufactured to conform to specifications established by Underwriters Laboratories Inc.

Taxes

The amount of any present or future taxes, Federal or State which the manufacturer now or hereafter shall be liable for or required to pay, either on its own behalf of the purchaser or otherwise, with respect to the material covered hereby, shall be added to the prices contained herein and paid by the purchaser in the same manner and with the same effect as it originally added hereto.

Specifications & Catalog Errors

Specifications are subject to change without notice. We reserve the right to change or discontinue models without notice. All efforts have been made to avoid errors in cost sheets, price sheets, specification sheets and installation instruction sheets. We do not accept responsibility for labor, or other charge backs, resulting from listing errors of measurements, descriptions, drawings, or prices. Please inquire as to availability of models not shown on the price list.

Minimum Order

Minimum billing is \$100.

Orders received under minimum will be charged a \$25.00 handling fee.

Minimum Order Products

Minimum order quantity requirements may apply on some finishes or products. Refer to the catalog for specific information. Consult factory for delivery lead times.

Ballast Adders

High Power Factor, dimming, cold weather and voltage changes can be quoted on a per requirement basis. Consult factory for quote and delivery lead time.

Hold For Release Orders

Hold for release orders are subject to a minimum of \$2,500.00 per order. Procurement of materials and/or production will not be initiated until a firm release date is received in writing.

Quotations

Prices issued by written quotation are firm for a period of 30 days drop the date of the quote. Orders received and acknowledged within that 30-day period will be price protected for release within 90 days from the date of the order. Orders released beyond this 90-day period are not considered price protected and will be re-evaluated by the factory.

Returned Goods

We will not accept returned material unless a Returned Goods Authorization (RGA) has been issued. All goods returned are to be shipped via the carrier, method and to the destination specified on the RGA. Failure to do so may result in extra freight expense that will be charged to the customer. All material returned without authorization will be (refused). A minimum service charge of 35% to cover the cost of handling plus any freight charges incurred will be deducted from the returned goods credit. Requests to return material must be made within 90 days of shipment. Product must be returned in sellable condition within 45 days of the RGA to receive credit. (All custom fixtures or finishes are not returnable).

Cancellations

Orders for special run or custom fixtures are non-cancelable. Cancellation requests for standard product after procurement, production, shipment or if delivery is refused at destination, will be subject to the Return Goods Policy.

Agreements

The possession of our price list by any person is not to be construed as an offer to sell him the goods listed herein at prices stated. All merchandise will be billed at prices in effect at time of shipment. We are not responsible for typographical errors.

Warranty

Ballast Warranty

Ballasts are those of recognized, responsible manufacturers. All ballasts conform to specifications established by Underwriters Laboratories Inc. Claims for defective ballasts found to be in warranty should be made directly to the factory.

We do not assume responsibility for any freight or labor charges for replacement.

Fixture Warranty (limited)

We hereby warranty that all fixtures listed herein are free from defective materials and workmanship, and that under appropriate application, installation and operating conditions when operated at rated voltage, they will be free from failure of ballasts, starters, lamp holders, or any component part for a period of two (2) years from date of shipment from factory, three (3) years for Energy Star® Qualified products. Damage incurred in transit from handling is excluded from the terms of this warranty. This warranty extends only to replacement or repair of defective fixtures or components. Labor allowance will not be given without prior authorization from the factory.

Transportation

We reserve the right to select the carrier, route shipments, and will pay all standard-shipping costs on orders that qualify for the freight allowance. Services and related costs not considered standard include, but are not limited to; lift gate service, carrier labor, high-cost area surcharges, weekend / holiday / inside / residential / hotel / construction-site / limited-access / remote-location deliveries and re-deliveries. These non-standard shipping costs will be charged to the customer regardless if the shipment qualifies for the freight allowance and may be invoiced separately. We will ship in the manner selected by the customer provided the customer assumes any additional transportation costs.

We reserve the right to refuse to make direct shipments to points of destination outside of the regular or assigned selling and service area of the distributor.

Claims

All prices are F.O.B. shipping point. All goods are released to the carrier in perfect condition and properly packed in new factory condition. Title/ownership passes to customer at the point where carrier accepts and takes possession of shipment. Goods are shipped at purchaser's risk. The purchaser shall make all claims for damages or shortages in transit with carrier.