



DELTA LIGHT USA, LLC.
TERMS AND CONDITIONS OF SALE

GENERAL

DELTA LIGHT USA, LLC. is a Florida Limited Liability Company (LLC) that imports, modifies, assembles, and distributes lighting products from the Belgium manufacturer DELTA LIGHT, NV. We have a limited inventory of finished goods; however, most components are stocked in Belgium. The production and import process begins immediately upon acceptance of the PURCHASER's order (PURCHASE ORDER). All orders are subject to acceptance and are contingent on credit approval and/or receiving a deposit (see "DEPOSITS").

ORDER ACCEPTANCE

An order is accepted and acknowledged in writing by DELTA LIGHT USA when the following conditions are met:

- 1) PURCHASER signs DELTA LIGHT USA's TERMS AND CONDITIONS OF SALE (this document).
- 2) PURCHASER's credit is approved (if applicable) and/or Deposit is received if required (see "DEPOSITS").
- 3) PURCHASER has signed off on any discrepancies (if any) between his/her PURCHASE ORDER and our SALES ORDER.
- 4) PURCHASER has signed off on shop drawings for custom profiles, for modified and/or special designs, and/or for non-standard finishes that may have been requested.

ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

DELTA LIGHT USA'S WRITTEN ORDER ACKNOWLEDGEMENT (the SALES ORDER), TOGETHER WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN THE PURCHASER AND DELTA LIGHT USA AND SUPERSEDES ALL PRIOR ORAL AND WRITTEN STATEMENTS REGARDING THE ORDER.

DELTA LIGHT USA WILL COMPLY WITH AND SHOULD BE BOUND BY ONLY THOSE TERMS AND PROVISIONS OF THE PURCHASER'S ORDER EXPRESSLY ACCEPTED ON THE FACE OF THE SALES ORDER RETURNED TO THE PURCHASER AND AS OUTLINED BY THESE TERMS AND CONDITIONS.

SHIPPING DATES

When an order is accepted (see "ORDER ACCEPTANCE"), DELTA LIGHT USA's written acknowledgment (the SALES ORDER) will contain a shipping date or expected lead time. Our goal is to ship on or before this date. Acknowledged shipping dates and our standard lead times are estimates and are not to be interpreted as any type of guarantee. Actual delivery time is contingent on the availability of materials and production back log. We are not responsible for any damages, penalties or labor charge-backs resulting from delayed shipments or from our inability to ship by the acknowledged shipping date, nor are we liable for damages of any kind resulting from any delay or failure to deliver or perform due to labor difficulties, customs, delay of sources of supply, transportation difficulties, acts of God, or any other causes beyond DELTA LIGHT USA's control.

CREDIT

Credit, credit limits and credit terms may be established at our sole discretion. DELTA LIGHT USA may cancel or change credit terms at its discretion and may request advance payment at any time.

TERMS OF PAYMENT

All Payments are to be made on or within the terms granted and specified on each individual Invoice. All quotations and pricing provided to PURCHASER includes a 15% discount for on-time payment. Any order not paid within terms automatically loses this discount. In addition, a lesser of 1.5% per month (18% per annum) or the greatest amount provided by law, late charge will be charged against all accounts more than 30 days old.

DEPOSITS

A 50% deposit is required on each item modified, any item that requires a non-standard finish and ALL custom Linear Profile systems. When the order is ready for shipment, the unpaid balance of the order will be invoiced at standard payment terms. Depending on established credit of the PURCHASER, and the credit limit given by DELTA LIGHT USA, a deposit may be required at the sole discretion of DELTA LIGHT USA. On extremely large order, a deposit, or alternately a letter of credit may be required at the sole discretion of DELTA LIGHT USA.



PRICING DURATION

Only pricing on **written** quotations will be honored and only for a period of 30-days if quantities purchased are identical or higher than those identified on the written quotation. Beyond this criteria and/or period of time, the price is subject to increase.

HOLD-FOR-RELEASE ORDERS

Confirmed Sales Orders marked "HOLD-FOR-RELEASE" at PURCHASER's request carry a firm price for 120 days from the date of DELTA LIGHT USA's acceptance. This type of confirmed Sales Order is considered valid, binding, and DELTA LIGHT USA will begin to secure necessary components for these orders. Cancellation of "HOLD-FOR-RELEASE" confirmed Sales Orders may be subject to an up-to 50% cancellation fee. "HOLD-FOR-RELEASE" confirmed Sales Orders that are not released within 120 days are still binding but the price is subject to increase.

SHIPPING TERMS AND COSTS

F.O.B. DELTA LIGHT USA - Florida warehouse. Standard transportation from Europe to our Fort Lauderdale facility is included in all quoted prices. Transportation from Fort Lauderdale to the PURCHASER is **not** included. Unless otherwise agreed in writing, DELTA LIGHT USA will ship all orders by the carrier of its choice to the PURCHASER, and the PURCHASER will be invoiced 5% of the total invoice amount for shipping and handling for delivery within the 48 **contiguous** States. Shipping to PURCHASER outside of the 48 contiguous States is subject, on a case-by-case basis, to quotation by DELTA LIGHT USA. Any non-standard deliveries (such as "expedited") will incur an additional charge (in addition to the 5% or price quotation) which will be quoted on a case-by-case basis.

SHIPPING CLAIMS

All products are carefully inspected prior to shipment. Any claim related to loss, short-shipments or damage **MUST** be made within 2 business days of receipt of shipment.

CANCELLATIONS

- ORDERS FOR STANDARD CATALOG ITEMS RELEASED TO PRODUCTION BUT NOT YET SHIPPED ARE SUBJECT TO A 50% CANCELLATION CHARGE.
- RELEASED ORDERS OF MODIFIED OR CUSTOM ITEMS AND/OR EXPEDITED ORDERS ARE **NOT** CANCELLABLE.

RETURNS

No merchandise may be returned without a Return Goods Authorization (RGA). Any return without a RGA number clearly printed on the outside of the shipping container will be refused. Goods being returned must be shipped prepaid and received by DELTA LIGHT USA within 30 days of date that the RGA is issued.

- Credit for returns for reasons other than valid warranty claims will be issued at the rate of 50%, less freight out and in, on standard catalog items, provided that the fixtures are returned in their original cartons with unbroken seals and provided that the product is returned within 30 days of being shipped. Unless agreed to in writing by DELTA LIGHT USA NO credit will be issued for more than \$5,000.00
- Credit for returns that are unsealed, or not in their original cartons, will be issued only after inspection and acceptance by DELTA LIGHT USA. No credit will be issued for damaged, chipped or scratched material.
- All other items including modified standard catalog items such as but not limited to custom profiles, finishes, sizes, lamping, mounting hardware parts, etc. are non-returnable.

WARRANTY

THE FOLLOWING LIMITED WARRANTY IS COMPLETE, EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED AND DELTA LIGHT USA HEREBY EXPRESSLY DISCLAIMS ANY OTHER EXPRESSED OR ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

- DELTA LIGHT USA warrants that that all fixtures sold will be free of defects in material or workmanship.
- The obligation of Delta Light usa under this warranty is expressly limited to the repair or replacement of product, at the sole discretion of DELTA LIGHT USA, within a period of one (1) year from the date of shipment, and only after DELTA LIGHT USA has issued a return goods authorization, received questionable products and deemed the product is, in fact, defective.



- This warranty is void in any case where products are used/installed in a manner not consistent with their designed use.
- IN NO EVENT SHALL DELTA LIGHT USA BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, OR LOSS OF LIFE, LOSS OF LIMB, INJURY, LOSS OF PROPERTY, OR PROPERTY DAMAGES CAUSED BY THE USE OR MISUSE OF ANY PRODUCT SOLD.

EXCEPTIONS TO WARRANTY

The warranty described above shall not apply in the following circumstances:

- fault in any unit after operation at different than the rated voltage (including electrical spikes);
- damages resulting from accident, alteration, or misuse after shipment from the factory;
- failure of products which have been modified or altered in any manner;
- failure of color stability or finish in non-standard paint finishes;
- in any case where products are used/installed in a manner not consistent with their designed use.
- fire, flood or other act of God.

FEES AND EXPENSES

Purchaser shall pay any and all reasonable expenses, including, without limitation, reasonable attorney’s fees, incurred by DELTA LIGHT USA in enforcing these TERMS AND CONDITIONS OF SALE or collection of any amounts owed to DELTA LIGHT USA by the Purchaser.

GOVERNING LAW, VENUE AND JURISDICTION

These TERMS AND CONDITIONS and the terms of any sale or agreement between DELTA LIGHT USA and Purchaser shall be governed by and construed in accordance with the laws of the State of Florida, without reference to principles of conflicts of law. The venue for any legal proceedings arising out of or connected with these TERMS AND CONDITIONS OF SALE shall be exclusively held in Broward County, Florida, and each party hereby waives the right to challenge venue based upon forum non conveniens or otherwise. The parties expressly consent to the jurisdiction of the state and/or federal courts in and/or for Broward County, Florida for any legal proceedings arising out of or connected to these TERMS AND CONDITIONS OF SALE.

BLANKET ACCEPTANCE – TO COVER YOU FOR ALL CURRENT AND FUTURE ORDERS

We have read, acknowledge, accept and agree to DELTA LIGHT USA’s TERMS AND CONDITIONS OF SALE for all orders presented to DELTA LIGHT USA. By signing we accept the TERMS AND CONDITIONS SET FORTH HEREIN for all current and future orders. We understand that failure to pay in accordance with the TERMS will result in the initiation of collections activity, and future orders will requiring cash in advance and a zero (0) balance due in order to be processed.

We agree to pay all reasonable expenses incurred by DELTA LIGHT USA to enforce these Terms.
Signer acknowledges that he/she is an officer of the company and/or has the authority to sign on behalf of the company.

Name of Company _____

Address _____ Please use Company stamp/seal here below

City _____

State / Zip Code _____

Title _____

Signature _____

Print Name _____

Date _____



Please sign this page and initial each page.

Please return all pages to **DELTA LIGHT USA's** credit department.

DELTA LIGHT USA, LLC.
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