



# TERMS OF SALE

## PAYMENT TERMS

1. Invoices are payable Net 30 Days, 10<sup>th</sup> & 25<sup>th</sup> Prox. A 1.5% per month charge will be added to the invoice total after 30 days if not paid per the following schedule:

<u>Invoice Date</u>	<u>Date Due</u>
1 <sup>st</sup> – 15 <sup>th</sup>	10 <sup>th</sup> (following month)
16 <sup>th</sup> – 31 <sup>st</sup>	25 <sup>th</sup> (following month)

2. Invoices payable must be maintained on a current basis.

## FREIGHT ALLOWANCE

1. Any High Abuse fixture shipment within continental U.S.A. with invoice amount of **\$300** or more will be prepaid and allowed. Prepay and add, if invoice amount is less than **\$300**.
2. Any High Abuse parts, 8' fixture, Continuous Row or Geometric Modular System, Custom, Transportation, Medical, Sealed Enclosure or Security Detention business shipment within continental U.S.A. with invoice amount of **\$2,500** or more, will be prepaid and allowed. Prepay and add, if invoice amount is less than **\$2,500**.
3. Kenall reserves the right to route all shipments. Shipments will be made via alternate route or carrier if expressly requested by distributor, with distributor absorbing all extra transportation costs. All contracts of cartage are made by Kenall acting as agent for purchaser and are the same as if made by the distributor.

## FREIGHT CLAIMS

1. All shipments are F.O.B. Gurnee, Illinois and all products are shipped at distributor risk. Title to goods passes to distributor and Kenall's responsibility for safe delivery ceases when equipment is accepted in good order by carrier. Any redress for damage or loss sustained during transportation must be obtained from carrier. Timely pursuit is the exclusive responsibility of the distributor.
2. All shipments include a packing slip and each invoice is supported by a signed Bill of Lading. If duplicates of these documents are required or if a UPS shipment, contact Gurnee, Illinois Customer Service Department.

## ORDER ACCEPTANCE

1. Distributor trading area for Kenall product "SELECT DISTRIBUTION" system shall be limited to the territory assigned to and serviced by our sales representative. Kenall reserves the right to refuse to accept orders for a destination outside the distributor's trading area as herein defined.
2. Orders must exceed \$100 except for parts and accessories.
3. Any distributor not meeting our credit standards may also have its order refused and be subject to termination of authorized distributor status.
4. Equipment placed upon hold after the production process has been initiated (usually two weeks before the scheduled ship date) will be invoiced in full with a monthly storage charge invoiced until released. Normal terms of payment will apply.

## PURCHASE ORDERS

1. All orders placed with our sales representatives must be confirmed in writing.
2. No drop ship order, custom order and/or order in excess of \$5,000 will be entered before written confirmation is received.
3. Any hold for release order must provide a firm job site requirement date.

## SHIPPING DATE

1. The shipment date is an approximation for the week of shipment. Please consult with our sales representative with confirmation to Gurnee, Illinois Customer Service Department for delivery information, if specific timing is critical.
2. Partial shipment will only be made upon customer request and based upon available production.
3. Kenall cannot be held responsible for delayed delivery and will not accept any back charge or penalty (including expedited freight) without prior officer written approval.

## RETURNS

1. All returned goods must be accompanied by a "Return Goods Authorization" which can be obtained through Kenall sales representative and issued by our Gurnee, Illinois Customer Service Department. With the exception of warranty returns, Kenall will not authorize returns with value of less than \$50.
2. Request to return material must be made in writing, within 180 days from date of shipment and must show invoice number, date and quantities of items by catalog numbers. Authorized returns are valid for 60 days. Return freight to be prepaid.
3. Material must be new in unopened cartons and in the current guide. Consult Kenall sales representative for return of items not in guide. Credit will be issued only for salvageable parts if the unit has been mounted, is damaged or modified.
4. Custom, Transportation, Medical, Sealed Enclosure and Security Detention equipment is non-cancelable and non-returnable.

## RG A CREDITS

1. Credit will be issued at the invoice amount for the specific shipment from which will be deducted the expense for transportation both ways. A minimum service charge of 35% of the invoice value or \$50 whichever is greater, to partially cover the cost of handling and repacking in new cartons. Actual service charge will be determined by the condition of the units as received by Kenall.
2. Credit will be allowed for only the actual quantity received by Kenall.
3. We reserve the right to limit the returns from any one job to 15% of the value of the job unless the material is being exchanged for other Kenall material for the same job.
4. Products returned for defects in manufacture, or Kenall error in shipment will be accepted at full credit including inbound and outbound freight.
5. Parts and/or components of complete fixtures will not be acceptable for return and credit.
6. Do not deduct from remittance unless you have our credit memo.



# CONDITIONS OF SALE

## GENERAL

1. Application of this section is for domestic U.S.A. distribution.
2. The Peace of Mind Guarantee® applies only to products using polycarbonate diffusers, refractors or housings.
3. Kenall lighting products are available only through appointed Kenall Distributors via a "SELECT DISTRIBUTION" system.
4. All orders are subject to acceptance by Kenall at Gurnee, Illinois.
5. The Kenall Information Center acknowledges orders and is our interpretation of orders received and shall be the determinant source in any dispute.
6. Any difference between unit prices stated on the order acknowledgement and those quoted by Kenall sales representative must be brought to the attention of Kenall at Gurnee, Illinois within 15 days after receipt.
7. Kenall *Express*<sup>SM</sup> Service offers 24-hour shipment of our most popular items.
8. **LAMPS EXCLUDED**, unless otherwise noted.
9. Minimum orders must exceed \$100 except accessories.
10. Kenall's ship date as shown in the Kenall Information Center is our best approximation. Kenall makes no guarantee as to its ship date and does not accept liability for costs or penalties (including expedited freight) arising from delay in the shipping schedule without prior officer approval.

## PRODUCT LINE CHANGES

1. Kenall reserves the right to continually enhance its products, discontinue or change specifications or unit price any time without obligation.

## CUSTOM ORDERS

1. Orders for standard product modifications are subject to minimum quantities and/or set up charges and require longer lead times to ship.
2. No order will be produced until an approved cut sheet, drawing or sample is forwarded to Gurnee, Illinois, which shall serve as the approved specification in its entirety.
3. Orders for special or custom equipment are subject to cancellation charges insofar as a reimbursement will be due for labor and material cost of unusable work in process.
4. Orders for special or custom equipment are non-returnable.

## HOLD FOR RELEASE ORDERS

1. All orders received must specify an approximate shipping date that will be used as a basis for future production scheduling.
2. Production will not begin on any order until Kenall at Gurnee, Illinois receives a definite written release.
3. Minimum hold for release order size is \$1,500.
4. Prices at the time of shipment are effective unless otherwise agreed in writing with Kenall at Gurnee, Illinois.

## RETURNS

1. Under no circumstances may product be returned without prior written authorization.
2. Products may only be returned if they are listed in the current guide and, were purchased within the preceding six-month period. Consult Kenall sales representative for the return of items not in the current guide.
3. Return from any one job will be limited to 15% of the total job invoice, unless the material is being exchanged for other Kenall material for the same job.
4. It is the responsibility of the installer to inspect the product upon receipt. Kenall assumes no liability for additional labor expenses incurred due to orders incorrectly entered or shipped and subsequently installed.
5. With the exception of warranty returns, the factory will not authorize returns with a value of less than \$50.

## WARRANTY

1. All standard fixtures manufactured by Kenall are warranted to be free of defects in workmanship and materials for a period of one year from the date of invoice. Lamps and batteries are excluded from this warranty. Additionally, Kenall will replace polycarbonate diffusers, refractors and lens/housings, rendered inoperable by physical abuse, any time during their product life free. A toll-free hot-line number, 1-800-4-KENALL (453-6255), is provided for immediate resolution of any field problems encountered in connection with the use of Kenall's exclusive high abuse lighting products.
2. Kenall reserves the right to issue credit, repair or replace the defective merchandise at its option, upon notification and confirmation by its sales representative of the defect. Kenall also reserves the right to examine the defective product if the defect is questionable and to deny the warranty herein for any product altered, improperly installed or installed in applications for which it was not intended.
3. Kenall assumes no responsibility for labor or freight costs incurred in connection with the installation, removal or replacement of products determined to be defective or any other consequential or incidental damages arising from the use of the product. Kenall's entire liability of any claim of loss or damage resulting from a defective product is limited to the replacement price of the product.
4. The foregoing warranty is exclusive of all other warranties and no other warranties of any kind are expressed or implied.

## CERTIFICATION

1. All fixtures are U.L. Listed under standard Nos. 1570, 1571, 1572 or 924. Except for exit signs and where otherwise noted, all fixtures are listed for damp or wet locations in their intended mounting orientation.
2. All fixtures must be installed in accordance with N.E.C. requirements. Kenall is not responsible for compliance with local codes.
3. ITL photometric reports are available on most fixtures.

## SERVICE

1. For standard product modification, photometric assistance or complete photometric reports and technical clarification, call 1-800-4-KENALL (453-6255) or Kenall sales representative.
2. For literature or the location and telephone number of the Kenall sales representative in your area, call 1-800-4-KENALL (453-6255)