



# TOKISTAR

## TERMS & CONDITIONS OF SALE

All delivery promises are made in the best of faith and are contingent upon delays of carrier or other delays beyond our control. Retention of goods by buyer, without written objection for a period of 15 days shall constitute an absolute acceptance by buyer. Cancellation of orders is only permitted upon mutual agreement between buyer and seller, and subject to reasonable cancellation charges.

**FREIGHT:** All prices are FOB Shipping Point. All materials are shipped at the risk of the buyer, and all claims for damages or shortages are to be filed with the carrier by the buyer. Unless otherwise specified in writing, mode of shipment may be selected at the shipper's sole discretion.

**PAYMENT TERMS: 1%-10/NET 30** subject to approval of credit. Terms are effective as of invoice (shipping) date. Delinquent accounts are subject to a one and one-half per cent per month late payment fee on the unpaid balance.

**RETURNS:** No merchandise is to be returned without first obtaining seller's written approval. Returns must be shipped prepaid.

**MINIMUM ORDER: \$ 40.00**

## WARRANTY

Under normal service and for applications for which the product is designed, Tokistar Lighting Systems are warranted to be free from defects in materials and workmanship for a period of 12 MONTHS. The Limited Warranty Period begins when the product is shipped. During this period, at our option we will repair or replace at our factory any product found to be defective upon our inspection. This warranty does not apply to any product subject to damage as a result of misuse, improper installation, negligence or vandalism.

In no event shall the company be responsible for consequential damages, including installation costs, nor shall the liability exceed the amount paid for the product. The foregoing shall constitute the sole and exclusive remedy for the customer. All other expressed or implied warranties are hereby excluded.

Products subject to temperatures outside the scope of normal installations are excluded from this warranty. Custom-made products to buyer's specification are excluded from this warranty. Incandescent lamps are excluded from this warranty.

Shipping costs to the factory are the responsibility of the buyer. Materials found to be defective in material or workmanship will be returned prepaid. Products replaced under warranty carry only the unexpired portion of the original warranty.

## **TOKISTAR® LIGHTING INC.**

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