

## **TERMS AND CONDITIONS OF SALE FOR U.S. ARCHITECTURAL LIGHTING**

**Terms:** Net 30 days from date of shipment (subject to credit approval), A service charge of 1-1/2% per month will be made on past due accounts.

**Pricing:** Published prices are subject to change without notice. Possession of price sheets in no way obligates company to sell at those prices. All orders will be acknowledged by and are subject to acceptance by the company. Order will be billed at pricing indicated. Hold orders will be invoiced at the prevailing price at time of order release. Minimum billing will be \$50.00 net. All invoices are subject to federal, state and local taxes. These taxes will be added to the invoice where applicable.

**Freight:** All shipments are FOB factory and will be shipped via land transportation at company discretion. Title passes to consignee on delivery to the carrier. All claims for loss or damage in transit must be made to the delivery carrier by consignee. Material will be prepaid and billed to our customer unless otherwise stated in writing by the company.

**Acknowledge Shipping Schedule:** Ship date indicated on order acknowledgment is the best approximation of the probable shipment date and shall not be deemed to represent a fixed or guaranteed shipment date. Factory shall not be responsible for any penalties or labor charges resulting from delayed shipments due to acts or causes beyond our control or its ability to ship by the acknowledge date.

**Re-stocking Charge:** Company reserves the right to assess a minimum re-stocking charge of 50% of the order value if the order is canceled after it has been processed for shipment.

**Returned Goods:** No material can be returned without permission, in writing, from factory. On material accepted for return, purchaser must pay return shipment charges and pay minimum 25% restocking charge plus any additional charges required to rework goods to a resalable condition. Requests to return material must be made to the company within forty-five (45) days from date of shipment.

**General:** Factory reserves the right to change specification features without notice.

**Warranty:** All factory products are carefully tested and inspected before shipment and are warranted to be free of defects in material or workmanship for a period of one year from date of shipment from our factory. Any such defective products will be repaired or replaced, at the option of company, provided a written claim is made within this warranty period.

Finishes are warranted not to peel, crack, blister or craze from normal atmospheric exposure for one (1) year from date of shipment.

Company will accept no charges for any labor, repair costs, or transportation charges incurred without prior written authorization from factory.

The responsibility of company for any defective material is limited solely to the replacement or repair of the material and does not include any incidental or consequential damages which may be incurred.

Company products have been designed in accordance with accepted engineering practices to be structurally capable of loads developed by the velocity pressure of winds as specified. In selecting poles, the total effective projected area (EPA) of the luminaires and adapters must be considered. The total EPA should not exceed the maximum loading value shown with each pole,

Company guarantees for a period of one (1) year all poles and adapters, and will replace, without charge, any pole or adapter that fails due to wind damage, providing the poles, adapters and foundations have been properly installed and with all anchor bolts and fasteners properly in place at time of failure, plus providing the effective projected area allowed for the pole has not been exceeded.

No warranty, express or implied, exists other than that included above. No person, agent or distributor is authorized to give any other warranty on behalf of company.