
GENERAL TERMS AND CONDITIONS OF SALE

- Opening of new accounts are subject to credit approval.
- Terms are 1% 10 Days Net 30.
- Prices are F.O.B. our warehouse in Garden City, New York or City of Industry, California.

- **FREIGHT TERMS:** Domestic Ground Freight within the 48 Contiguous states allowed on orders over \$1500.00 if paid within terms.

- **PRICING:** Price subject to change without prior notice.

- **SERVICE CHARGE:** Orders below \$200.00 and/or Drop Ship Orders are subject to a \$15.00 service charge. Refused drop ship orders are subject to 20% restocking charges.

- **SHIPMENTS:** WAC reserves the right to make shipments only to an account's listed business address. We reserve the right to select carrier on all shipments unless special arrangements are made prior to shipment. Title to all shipments and risk of loss passes to purchaser upon delivery to carrier. At the time your order is placed, we will do our best to ship it complete. If we are temporarily out of stock, we will automatically back-order unless a written cancellation is received. All back-orders will be shipped as soon as possible.

- **ORDER CANCELLATIONS:** Orders for standard products may be cancelled by the customer only upon payment of all reasonable charges based on expenses already incurred and committed by WAC Modified or special custom items are not subject to cancellation.

- **CLAIMS FOR DAMAGES, SHORTAGES AND BREAKAGES:** All freight claims for damages, breakages, or shortages whether obvious or concealed must be filed with the freight carrier immediately. Shortage claims must be submitted to your sales representatives or to WAC Customer Service within 30 days of receipt. WAC will not honor any claims beyond that.

RETURN MERCHANDISE: No merchandise may be returned without prior return authorization. Requests for returns of merchandise must be submitted to your sales representatives or to WAC Customer Service in writing. All efforts will be made to correct the problem in the field. If the problem cannot be resolved, an RGA number will be issued. Upon receipt of RGA number, please pack merchandise carefully and indicate the RGA number on the carton(s). Ship freight prepaid to WAC Lighting Co. at 615 South Street, Garden City, New York 11530 OR 168 Brea Canyon Road, City Of Industry, CA 91789 (WAC will detail appropriate return location).

All returns will be subject to a 20% restocking fee, except on products considered by the manufacturer to be defective in material and workmanship. Modified and or special custom order items are not returnable.

Unauthorized returns or freight collect returns will be refused. No authorization will be granted for return of product after 12 months of purchase date, except on products considered by the manufacturer to be defective in material and workmanship

- **WARRANTY AND OBLIGATION:** WAC warrants to the first non-dealer purchaser of any of its products that they are to be free from defects in material and workmanship for a period of five (5) years from the date of purchase. If a product is defective, WAC's obligation is expressly limited to repair or replacement, without charge, at WAC's factory after prior written return authorization has been granted. WAC's obligation under this warranty shall not extend beyond the distributor's initial purchase price of the product and accordingly any consequential damages or labor costs arising out of a defect are expressly excluded.

This warranty shall not apply to products that have been altered, improperly installed, mishandled or misused. Notice of a defect in writing must be received by WAC within five (5) years from the date of purchase. Excluded from the five (5) year warranty are all light bulbs, which are warranted to perform satisfactorily to the industry standard burning hours rating, but in no event shall such warranty exceed five (5) years from the date an account purchases product that includes light bulbs from WAC. Also excluded from the five (5) year warranty are the HID and Fluorescent ballasts, which have a warranty from the manufacturer of the ballast and WAC will not accept any responsibility or liability on the ballasts whatsoever.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Contact WAC for information regarding the manufacturer's warranties.