

# Terms and Conditions

## 1. Terms of Payment

Net 30 days from invoice date. Maximum legal interest will be charged on past due accounts.

## 2. Prices:

- a) Prices are subject to change without notice unless expressly designated as firm for a specified period pursuant to a written quotation issued by Luminaire LED, Inc.
- b) Unless otherwise indicated, prices do not include lamps. Any tax or other government charge will be added to the price.
- c) Prices are subject to renegotiation if quantity, option, accessory or any other condition is changed from the original quotation.

## 3. Order Acceptance:

All orders are subject to acceptance by Luminaire LED, Inc. The factory reserves the right to refuse any order not meeting its terms and conditions. Acceptance of orders will be subject to credit verification. Verbal orders must be confirmed in writing.

## 4. Freight Allowance:

Full freight allowed on shipments or releases of orders of \$2,500.00 or more net distributor price for one destination within the continental limits of the United States. Partial release on any order will be treated as a separate order for freight allowance purposes.

## 5. Shipments:

All shipments are FOB, Edison, New Jersey, least expensive way, freight prepaid, if earned. Claims for damage must be made by consignee to the carrier. Our responsibility ends with the delivery of the merchandise to the carrier.

## 6. Minimum Billing:

Minimum billing is \$75.00 excluding replacement parts.

## 7. Delivery:

Shipping dates are approximate and are based upon best available information at the time of scheduling. Luminaire LED, Inc. will not be liable for delays in delivery nor will it be responsible for returned shipments or any other charges due to late delivery of its products.

## 8. Cancellations:

Orders not subject to cancellation until payment is made for work already performed and/or for special materials purchased. This includes engineering design time.

## 9. Returns:

All products are custom made to order. Accordingly, we are unable to accept return of goods manufactured in accordance with a customer's written purchase order. Defective and incorrectly shipped goods will only be accepted with prior written factory authorization. A Returned Goods Authorization (RGA) must be obtained prior to return. Labor back charges for units incorrectly shipped by the factory and installed by the contractor will not be honored.

## 10. Hold Orders:

All orders received must specify an approximate shipping date that will be used as a basis for production scheduling. Production will not begin on any order until a written release accompanied by "approved" drawings is received.

## 11. Claims:

Luminaire LED, Inc. assumes no responsibility for improper selection or installation of its products, or for labor costs involved in repair or replacement.

## 12. Warranty:

Luminaire LED, Inc. warrants our fixtures and accessories against defects for a period of one (1) year from the date of shipment. Components, such as but not limited to LED drivers, ballasts, lamps and photo cells are not manufactured or warranted by Luminaire LED, Inc. and may be covered under their respective manufacturers warranties. The user must contact the respective component manufacturer for warranty service of these items. Luminaire LED, Inc. grants no warranty, express or implied, of merchantability or fitness for a particular purpose and assumes no responsibility for determining proper application of our products. Replacement or repair of authorized returns found to be defective within the warranty period constitutes fulfillment of all obligations under this warranty. Luminaire LED, Inc. assumes no responsibility for labor 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 our products. Luminaire LED, Inc.'s maximum liability for a defective product shall never exceed the cost of the subject product. Except for such a warranty and exclusive remedy as stated, we disclaim all other warranties. Any dispute arising shall be governed by the laws of the State of New Jersey. Venue for determining such dispute shall be the courts of the State of New Jersey.

## 13. UL Listing:

All fixtures are UL listed under standard NOD: 1598 and C.UL.. Luminaire LED, Inc. is not responsible for compliance with local codes.