

ESTILUZ, INC. TERMS AND CONDITIONS OF SALE

Effective 12/11/2020

TERMS

Terms are subject to credit review. For approved accounts, standard terms are “Net 30 Days.” Estiluz Credit Department reserves the right to assign alternate terms to any account at its sole discretion. All past due accounts are subject to interest at maximum legal rates. The accounts receivable department must be notified within 7 days of invoice date of any billing errors. Estiluz, Inc. reserves the right to require pre-payment in the form of cashier’s check for delinquent accounts. Pre-payment may also be necessary on large volume orders, any modified or custom orders and certain low-volume orders. All El Torrent orders are pre-paid and non-cancellable. Consult our offices for details.

FREIGHT

Standard freight terms are F.O.B. Edison, New Jersey, with standard freight prepaid on orders over \$4,000.00 net wholesale price to a single destination in the lower 48 states of the United States of America. The “freight prepaid” allowance is not applicable to C.O.D., pre-payment or “special price” orders.

Merchandise will be shipped by FedEx ground (or similar service) or other common carrier at Estiluz, Inc., discretion. Note that most fixtures and portable lamps meet U.P.S. and FedEx standards. Any special shipping instructions required must be in writing. Additional charges may apply. Scheduling for pickup of merchandise must be made by others and coordinated with Estiluz, Inc.

Partial shipments shall be made at the discretion of Estiluz, Inc., unless otherwise noted on the order. The partial release of an order by a customer that does not qualify for freight allowance will be shipped F.O.B. Estiluz, Inc., freight prepaid and charged.

All freight Terms above do not apply to the Calma products. These are all F.O.B. Edison, NJ. No exceptions.

RETURNS

Returns are applicable on standard product from Estiluz unless otherwise stated prior to the acceptance of the order. El Torrent products, Calma products special order items and all modified or custom products are non-returnable, no exceptions. Returns will not be accepted without Return of Goods Authorization (RGA) from Estiluz, Inc. Request must be in writing noting appropriate invoice and purchase order numbers for correct processing. Request for return must be made within 30 days of shipment date. A 35% restocking fee will be charged on all returned merchandise. The RGA number must be clearly marked on

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all returned goods. Merchandise must be returned within 30 days from RGA date. Merchandise must be returned in the original carton/packing materials. Damaged merchandise will be accepted on a repair-return basis. No credit or replacement will be issued for merchandise received in non-salable or, in the case of repair-return, non-salvageable condition. All credits issued must be utilized towards the purchase of new merchandise; refunds will not be issued.

FREIGHT CLAIMS

Inspect packages thoroughly before accepting the merchandise. Claims for damage or shortage must be filed with the in-bound carrier.

Estiluz must be notified of any errors in shipping within seven (7) days of receipt of the order.

Estiluz will not accept any claims including, but not limited to, concealed damage, broken glass or missing parts seven (7) days after receipt of the order.

CUSTOM/MODIFIED ORDERS

Any order containing custom or modified product will require 100% prepayment with a confirmed order. Approved signed drawings are required prior to production. Custom orders are non-cancelable, non-returnable and non-exchangeable.

This applies to all El Torrent and Calma orders.

LARGE VOLUME ORDERS

Large volume orders will require 100% prepayment or a deposit. Large volume orders are non-cancelable, non-returnable and non-exchangeable.

WARRANTY / Estiluz products.

Estiluz products are guaranteed against manufacturing defect for one year from date of delivery. Estiluz products with integral LED modules and drivers are guaranteed against manufacturing defect for five years from date of delivery. This guarantee is limited to replacement of defective material and does not include any labor, expenses or damages contingent or incidental thereto. This warranty does not apply to products damaged due to accident, tampering, misuse or abuse.

WARRANTY / Blauet, El Torrent and Calma products.

Blauet and El Torrent products are guaranteed against manufacturing defect for one year from date of delivery. This guarantee is limited to replacement of defective material and does not include any labor, expenses or damages contingent or incidental thereto. This warranty does not apply to products damaged due to accident, tampering, misuse or abuse.

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Notes.

All ESTILUZ, S.A. products are designed and manufactured to keep customers satisfied, consequently please note the following:

1. Due to the high quality of our finishes, we recommend using a soft dry polish cloth for cleaning, avoiding the use of special cleaning products that could damage the finish.
2. ESTILUZ reserves the right to change or modify any product in order to make deemed improvements.
3. Do not use lamps of a higher power than indicated.
4. All models are patent protected.
5. Conformity Certificates and technical information of our products are available upon request.

Lamps are supplied as a courtesy and are not included in this warranty.

Products are for indoor use only unless indicated for outdoor use.