

CONDITIONS OF SALE

I. GENERAL

- 1) **ALKCO lighting fixtures are sold only through appointed stocking electrical distributors.**
- 2) All orders are subject to acceptance by ALKCO's office in Franklin Park, Illinois. All orders for special or custom-made equipment are not subject to cancellation.
- 3) Any differential between prices stated on our acknowledgement and those quoted by our representatives must be brought to the attention of the office at Franklin Park, Illinois within five (5) days after receipt of our acknowledgement. Prices are in effect at the time of shipment unless otherwise agreed in writing with this office.
- 4) These prices were in effect at the time this price catalog was approved for printing. The ALKCO policy is one of the continuous improvement. ALKCO therefore, reserves the right to discontinue or change at any time, specifications, designs or prices without incurring obligation.
- 5) Prices are subject to increase by the amount of any present or future taxes upon the manufacture, sale, use or transportation of the herein products imposed by Federal, State, Municipal or other Public Authorities which the seller may be required to pay.
- 6) Prices of units do not include lamps, except as noted.

II. TERMS

- 1) 1% 10th PROX. Net 30 Days.
- 2) A service charge of 1 1/2% per month will be applied to past due amounts.

III. CLAIMS

- 1) Claims due to any cause must be forwarded within five (5) days from receipt of shipment. Deductions from remittances not to be allowed unless authorized by us in advance.

IV. SHIPMENTS

- 1) All shipments are F.O.B. our factory, Franklin Park, Illinois. Our responsibility ceases upon delivery to the carrier. We reserve the right to change specified routings. Purchaser requested routings will be complied if the purchaser pays the difference between ALKCO's regular and requested routing. Shipments of less than \$100.00 will be shipped at our own discretion in routing on which it allows transportation charges. Shipments between \$100.00 and 2,000.00 will be shipped motor freight prepaid and add.
- 2) Full freight allowances is given with shipments in excess of \$2,000.00 in the continental United States.
- 3) Refused shipments are considered the property of the consignee and will be deemed so until credit or reshipment is negotiated. Cost of reshipment will be added to the invoice.

V. LIMITED WARRANTY

- 1) ALKCO fixtures are carefully designed and manufactured to be free from defect of workmanship and materials when used as intended. Any abuse or misuse contrary to normal operation shall void this warranty. ALKCO's obligation under this warranty shall be limited to replacement or repair of any units as shall, within one year of date of invoice from ALKCO, prove defective and ALKCO shall not be liable for any other damages, whether direct or consequential. The implied warranties of merchantability and fitness for a particular purpose are limited to the duration of this express warranty.
- 2) Fixtures are designed and manufactured to a standard of quality which is guaranteed to equal or exceed the highest accepted standards of the industry.
- 3) Auxiliary equipment is guaranteed according to the guarantees furnished to us by the manufacturers thereof. All defective or auxiliary equipment must be returned, freight prepaid, within the guaranteed period. Replacements will be shipped to you F.O.B. our factory.
- 4) All electrical components in the lighting fixtures described in this Price Book are UL listed unless specifically listed to the contrary.
- 5) All fluorescent equipment is furnished wired 110-120V-60 cycle ballasts, unless otherwise specified.
- 6) For quality assurance policy see page i and ii.

VI. ERRORS AND OMISSIONS

- 1) The data in this price list is for the convenience of the user and every effort is made to avoid error. But this company does not hold itself responsible for any errors or omissions.

VII. SHIPPING OUTSIDE TRADING AREA

- 1) The company reserves the right to refuse to make direct shipments to destination points outside the area normally serviced by the distributor.

VIII. RETURNS

- 1) Fixtures or parts will be accepted for return only when authorized in writing from the office at Franklin Park, Illinois. Returned goods are subject to a 50% re-stocking charge. All approved returns must be prepaid and will be subject to a handling charge as determined at time of authorization, plus cost of reconditioning and packaging, which per our inspection, is deemed necessary to restore the fixtures to resalable form. Do not deduct from remittances unless you have our credit memo. Products returned for defects in manufacturing will be accepted at full credit, replacement or repair at our option and without service charge after our inspection. Custom-made goods are not returnable, see special notes as designated in book. Products which are over one (1) year old may not be returned for credit.

IX. ORDER INTERPRETATION

UNLESS SPECIFICALLY NOTED ON OUR CUSTOMER'S ORDER ACKNOWLEDGEMENT, WE WILL ACCEPT AND PROCESS ORDERS IN ACCORDANCE WITH LATEST PUBLISHED CATALOG SHEETS. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ADHERENCE TO PLANS AND SPECIFICATIONS, UNLESS THEY ACCOMPANY THE ORDER AND ARE ACCEPTED AS SUCH BY THE ALKCO LIGHTING COMPANY.

X. CANCELLATIONS

- 1) Orders cannot be cancelled without written consent and then only upon terms which will indemnify us against all loss.

The prices listed herein are not necessarily applicable to City, State and Public Work Contract specifications. All contracts or agreements are contingent upon strikes, accidents or other delays resulting from causes beyond our control.

ALKCO QUALITY ASSURANCE POLICY

Alkco's first priority is customer satisfaction. We take every step possible to ensure that our products are well designed, of superior quality and are received by you in good working order. It is our intention that any problems resulting from defective materials or workmanship be promptly addressed.

FIELD PROBLEMS AND BACKCHARGES

Detailed below are the general procedures and guidelines we ask you to follow in the event a field problem arises due to defective materials or workmanship.

This policy statement is not intended to create a warranty, nor to become a part of, nor extend the existing Alkco limited customer warranty.

1. Acknowledgement of Problem

In order to effectuate our policy, the Alkco quality assurance department must be promptly notified by you of all problems which you encounter with Alkco products. Alkco, once notified, will acknowledge your comments and complaints in writing.

2. Limits of Responsibility

The correction of any problem resulting from abuse, neglect or misuse of the product after it leaves the factory is not the responsibility of Alkco. Alkco also has the right to limit its financial responsibility for the backcharges to the purchased cost of the material involved in any such backcharge.

3. Authorization for Backcharges

All backcharges made by you must be authorized by Alkco in writing prior to the performance of chargeable work. Backcharges due to delays in notification will not be allowed. Alkco cannot be held responsible for excessive preliminary problem investigation time.

LIMITED LIFETIME WARRANTY FOR ALKCO LINCS and LITTLE INCH

ALKCO undercabinet fixtures are carefully designed, manufactured, and 100% inspected to be free from defect of workmanship and materials when used as intended. ALKCO agrees to replace or repair any LINCS100F or Little Inch fixture with Alkco's proprietary High Performance ballast (except lamps) and any Lincs100FS, LINCS100HN or LINCS150 fixtures (except lamps and ballasts or transformer) which proves defective during the life of the product in the original installation. ALKCO's obligation is limited to such replacement or repair and ALKCO shall not be liable for any other damages, whether direct or consequential. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. THIS LIMITED LIFETIME WARRANTY IS IN LIEU OF ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Any abuse or misuse contrary to normal operations, including installation in harsh or corrosive environments, shall void this warranty. This warranty excludes all ALKCO non-standard specified components. All defective material must be returned, freight prepaid to Alkco Lighting Company, Repair Department, 11500 Melrose Avenue, Franklin Park, Illinois 60131. Replacements or repaired products will be shipped to you F.O.B. our factory. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONTRACTOR NO CALL-BACK POLICY FOR LINCS100F and HP LITTLE INCH

If within 6 months after installation you are called back to a job site to replace a defective Lincs T5 or HP Little Inch fluorescent fixture which utilizes our proprietary High Performance ballast, Alkco will reimburse your labor expenses up to \$30.00 per fixture.

1. Return the defective fixture to your supplying electrical distributor for a no-charge replacement.
2. Provide your supplying distributor with an invoice made out to "Alkco no-call back promise" indicating the date of installation, job name and labor charges incurred.
3. Your supplying distributor will request a return goods authorization from Alkco and send us the defective fixture along with your labor invoice. Upon receipt by Alkco of both of these items and verification of defect, we will mail you a labor reimbursement check for up to \$30.00 per fixture.