

# D.M. Lighting

## TERMS AND CONDITIONS OF SALE

**TERMS OF SALE:** 30 Days Net, F.O.B. D.M.LIGHTING FACTORY, Pomona, CA. LAMPS ARE NOT INCLUDED, unless otherwise noted. MINIMUM ORDERS OF \$100.00. All delinquent accounts will be charged 1.5% per month, 18% per year.

**ORDERS:** ALL PURCHASE ORDERS are subject to acceptance and acknowledgment by D.M.Lighting. We will rely on customer's purchase orders as being accurate and complete in every detail, authorized and endorsed. This ORIGINAL authorization shall then be forwarded to D.M.Lighting for our records. All orders must be placed on or confirmed by the customer's order form including all details to which the order is subject by customer's request. However, any statement or printing on the customer's orders are accepted subject to our published terms and conditions unless we agree to a specific deviation in writing from D.M.Lighting. ALL ORDERS FOR SPECIAL OR CUSTOMMADE EQUIPMENT ARE NOT SUBJECT TO CANCELLATION ONCE RECEIVED BY D.M.LIGHTING. Upon the acceptance of any order, we will not be responsible for conforming to any plans and specifications unless they accompany the original order and are accepted as such. ALL ORDERS taken by the Sales Representative shall be subject to acceptance by D.M.LIGHTING. Specifications either contained in D.M.Lighting's catalog, promotional literature, or special application drawings are subject to change without notice and without liability to D.M.Lighting. D.M.LIGHTING reserves the right at all times to reject any order, whether because of the unsatisfactory credit rating of the customer, or for any reason whatsoever.

**LIABILITY:** Shipment date noted on our acknowledgement, if any, is D.M.Lighting's best approximation of probable shipment date, and shall not be deemed to represent a fixed or guaranteed shipment date. D.M.Lighting will not be held liable for late delivery and/or inability to perform there under caused by any contingency beyond its control, including, without limitation, strikes, riots, lockouts, wars, accidents, fires, floods, disasters, inability to obtain materials essential to the manufacture of products covered hereby, or governmental or other limitation or restrictions on material, labor, manufacturing, delivery or shipping.

**FREIGHT TERMS:** D.M.Lighting will pay freight charges for merchandise shipped within the Continental United States, on orders of \$2,500.00 or more. Although we will comply with special carrier requests whenever practical, we reserve the right to make the final selection for all shipments. D.M.Lighting's responsibility ceases upon acceptance of merchandise by carrier. All claims for loss or damage in transit must be made by consignee against carrier, but we will render every aid and assistance in the presentation and enforcement of such claims without waiver of our rights to have compliance with terms for payment of our invoices. D.M.Lighting will not pay for drop-shipments outside Distributor's Sales area, or territory, or for AIR FREIGHT.

**RETURNS:** ALL MERCHANDISE RETURNED WITHOUT OUR WRITTEN CONSENT WILL NOT BE ACCEPTED! All returned goods are subject to prior approval and must be accompanied by a RETURNED GOODS AUTHORIZATION NUMBER (RGA) obtained ONLY through the local manufacturer's representative and issued by D.M.LIGHTING. RETURN REQUESTS must be made within 60 days from date of invoice and RETURNED within 30 days from date of issuance of an RGA. Only an ESTIMATE of the credit can be given upon requesting a return. ALL returned merchandise would be subject to inspection to arrive at a credit value. Special, Modified, and Discontinued Fixtures will not be accepted for a return.

**CANCELLATIONS OF ORDERS:** All cancellations must be made in writing. Released standard product orders cancelled within four weeks of acknowledged shipment date, carry up to a 50% cancellation charge. No custom or modification orders may be cancelled after release of order.

**WARRANTY:** D.M.Lighting warrants that the products manufactured by it shall be free from defects in material and workmanship for a period of one (1) year from the date of shipment. On components furnished by D.M.Lighting, but manufactured by others, a written warranty of the manufacturer, if any, will be assigned to the buyer. D.M.Lighting does not adopt, and does not warrant, or represent, any such component parts or the enforceability of such third party type warranties. D.M.Lighting's sole obligation under this warranty shall be, at its option, to repair and replace its defective product. There are no other expressed warranties, including any warranty of merchantability or fitness for purpose. D.M.Lighting shall not be liable for consequential damages or costs of removal and reinstallation of its products. Buyer shall pay for all shipping charges to and from D.M.Lighting's plant in Pomona, CA for the return and repair or replacement of the product. This warranty shall not apply to defects or damage caused by shipping, improper installation, improper use or abuse of the product.

**AUXILIARY EQUIPMENT:** Ballasts or transformers, furnished as components, with our products carry the warranties of the manufacturer of that equipment. D.M.Lighting's warranty does not extend to such components. Defective ballasts or transformers under warranty are to be delivered by the user to the manufacturer's designated service distributor for replacement in accordance with their standard terms.

The liability of D.M.Lighting or any Distributor or Sales Representative on all claims of any kind for any loss or damage arising out of or resulting from or concerning any aspect of this limited warranty, or from the products or services furnished, shall not exceed the price of the specific product which gives rise to claims. D.M.LIGHTING/ a division of d.m.hannegan, inc./ 3192 Factory Drive / Pomona, CA / 91768 / EFFECTIVE 2002  
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