



**LEDALITE**

# Standard Terms and Conditions of Sale

- FREIGHT ALLOWANCES:** Deliveries are FOB Factory with freight allowed on shipments of products valued at \$10,000.00 and above to all points in North America (except Alaska and Hawaii) for one shipment only. Shipments of less than \$10,000.00 are subject to freight charges. LEDALITE reserves the right to route all shipments where it assumes transportation charges. Shipments will be made via express air or any other manner requested, providing that the customer assumes the additional costs over the least expensive freight charges and issues an authorization in writing.
- CLAIMS:** All products are shipped at purchaser's risk. Transportation company assumes responsibility when shipment is picked up by them. Title passes to purchaser upon delivery by us to carrier, and all claims for damage or shortages in transit shall be made by purchaser with delivering carrier. All other claims, including those for missing components, must be made in writing to LEDALITE within 15 days of receipt of shipment.
- DELIVERY:** The scheduled delivery is LEDALITE'S best approximation of the expected shipping date but is not a fixed or guaranteed shipping date. LEDALITE shall not be responsible for any direct or indirect damage or loss resulting from any delay in shipping. Time of delivery is not of the essence of this Agreement.
- RETURNED GOODS:** Products may be returned only with the written consent of LEDALITE. If such authorization is provided, returned shipments must be prepaid and in the original cartons and with return authorization documents from our factory. All returns are subject to a minimum 25% re-stocking charge plus any cost of reconditioning. There will be no charge for re-stocking or shipment of products deemed defective in our material or workmanship when the authorized return is completed within the warranty period. Special fixtures with custom features are non-returnable.
- LIMITED WARRANTY:** All LEDALITE products are carefully tested and inspected before shipment and are warranted to be free of defects in material or workmanship for a period of two years from date of shipment from our factory. Any such defective products will be repaired or replaced at the option of LEDALITE, provided a written claim is made within this warranty period. LEDALITE will accept no charges for any labor, repair cost or transportation charges without LEDALITE'S expressed prior written authorization. The responsibility of LEDALITE for any defective material is limited solely to the replacement or repair of the material and does not include any incidental or consequential damages which may be incurred. No warranty, expressed or implied, exists other than that included above. No person, agent or distributor is authorized to give any other warranty on behalf of LEDALITE.
- FLUORESCENT BALLAST GUARANTEE:** Ballast are those of recognized, responsible manufacturers. Orders calling for specified brand name or type ballast will be handled on a quotation basis only. Claims for defective ballast found to be in warranty should be made directly to the ballast manufacturer through their ballast service center or their field representative in order to expedite replacement. Labor charges for replacement of defective ballast will not be accepted by LEDALITE but must be authorized by the ballast manufacturer. Copies of each manufacturer's standard ballast replacement program are available upon request by LEDALITE.
- PRICES:** All prices are subject to change without notice. Prices exclude lamps unless otherwise stated.
- QUOTATIONS:** Prices quoted are subject to change when approved drawings have been received and reviewed.
- ACCEPTANCE ORDERS:** All orders are subject to LEDALITE'S final approval. Orders shipped to warehouse addresses must be supplied OF with specifiers name, address, phone number, and final destination city. Upon receipt of this information production scheduling will proceed.
- ADDITIONS** Additions to orders already received and entered into production will be considered as new orders.
- CHANGES:** Changes to orders released to production will not be accepted.
- CANCELLATION:** All orders are considered non-cancelable unless written consent is issued by LEDALITE. A cancellation fee will be based on costs incurred by LEDALITE prior to our receipt of cancellation notice. No cancellation will be considered without a formal written request from the customer.
- DESIGN CHANGES:** LEDALITE reserves the right to change product design without prior customer notification.
- ESCALATION OF HOLD ORDERS:** Unless otherwise stipulated, all prices acknowledged are firm for shipment within six months from order entry date. If not released in accordance with manufacturing lead times to allow shipment within six months of order entry date LEDALITE reserves the right to review and adjust pricing as necessary to reflect any increased costs.
- MINIMUM BILLING:** Minimum Billing is \$200.00 net excluding all transportation charges. Replacement parts covered by our warranty program are exempt from this minimum charge.
- SALES TAX:** All taxes (where applicable) are extra.
- TERMS:** 1% - 15 days. Net - 30 days from date of invoice.