

# TMSLIGHTING

TORONTO METAL SPINNING & LIGHTING LTD.

## WARRANTY & TERMS

### 1. Warranty:

**Limited Warranty** – Toronto Metal Spinning and Lighting Ltd. (“TMS”) delivers a limited written warranty (the “Warranty”) as described below with its products.

**Items Manufactured by TMS** – TMS warranties all in-house manufactured items for defect (including in-house paint finish) for a period of two (2) years from the shipment date, provided:

- A) TMS shall, at its own expense and in its sole discretion, either repair or replace any defective items covered by the warranty, provided said defective items covered by the Warranty have been installed correctly and have been operated under normal conditions.
- B) Fading of paint finishes due to weather conditions is not covered and dented or scratched items are not covered. It is strongly recommended that steel fixtures not be used outdoors as it can rust over time and TMS will not be liable for any steel fixtures used in an outdoor application. TMS shall, in its sole discretion, determine whether the paint finish is defective.

**Items NOT Manufactured by TMS** – Warranty does not cover any items, parts and components which are not manufactured by TMS (without limitation including lamps, ballasts, capacitors, igniters and other electronic devices used in TMS products) and same shall be covered only by the applicable manufacturers warranty, if any.

Except as set out in the warranty, TMS makes no representations or warranties, express or implied, with respect to a particular product. The warranty is exclusive and in lieu of all other warranties, except title, whether written, oral or implied.

TMS Lighting 247A Summerlea Road Brampton ON L6T 4E1 Canada  
Phone 905-793-1174 Fax:905-793-1175 [www.tmslighting.com](http://www.tmslighting.com)

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## 2. Freight:

Freight prepaid to all continental US destinations with a minimum order of \$1500 US Orders below that amount are subject to \$ 45 delivery charge (ground). Freight terms exclude poles, custom fixtures and 30" or larger pendants – consult TMSLighting.

## 3. Returns:

All returns must be authorized by TMS Lighting in writing. **Returns received at our location without written authorization will not be eligible for credit.**

Application for return must be made within 14 business days of delivery.

A minimum 30% restocking charge will be applied to returns. Consult TMS.

Customer is responsible for all shipping and custom charges. Items damaged during return are not eligible for credit.

All items must be in re-sellable condition. Installed items are not eligible for return.

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