



1. **DELIVERY AND SHIPMENT:** All risks of loss, damage and other incidents of title and ownership shall pass to Purchaser upon delivery to carrier at Seller's shipping point and such delivery shall constitute delivery of Purchaser.
2. **DELAYS, SHORTAGES OR FAILURE IN DELIVERY:** All orders are accepted subject to delays or failure in delivery caused by war, demands or request of government authority, national defense, civil commotion, strike, labor trouble, fire, flood, accident, failure in production or production equipment, inability to obtain fuel, power, raw material, or shipping capacity, or other causes beyond the reasonable control of the Corporation.
3. **WARRANTY:** Seller warrants that the products sold by it are free from defects in materials at the time of shipping. This express warranty is in lieu of and excludes all other warranties expressed or implied. Seller shall have the right, at its position to replace or repair any defective products, to refund the purchase price or to grant a reasonable allowance on account of such defects, and in any event, Seller's liability for the defective product is limited to the purchase price of such defective products.
4. **INSPECTION:** Purchaser shall inspect Seller's products before commencing installation, and if for any reason, Seller's products are regarded as unsatisfactory, Purchaser shall notify Seller before installation is commenced. Seller shall not be liable for any claims made after the commencement of installation, for products with any apparent or surface defect, or which claimed to be incorrectly sized, packaged or matched.
5. **SHIPPING POLICY:** It is the responsibility of the Purchaser to inspect Seller's products before signing the Bill of Lading/ Delivery Receipt. Purchaser will be reimbursed upon Seller's receipt of claim from Carrier. (Please see Shipping Policy PDF.)
6. **RETURNS:** There is a 30% charge on all returned merchandise. No products will be accepted for return without prior authorization of Seller. No returns allowed after 30 days of customer receipt of product. Custom cut lenses, custom fixture lenses, cut louvers, globes, and custom fixtures are not returnable.
7. **ATTORNEY'S FEE AND COST:** In the event the Seller brings suit to enforce payment of the purchase price, Purchaser hereby agrees to pay a reasonable attorney's fee and all costs of suit.
8. **FINANCE CHARGE:** Beginning with the 1st day of the second month following shipment of a finance charge of 1 ½% per month (18% per year) will be assessed from the date of shipment.
9. **DISCOUNTS:** Discount 10th prox. No discounts will be allowed if the remittance is postmarked after the 10th prox.
10. **RETURNED CHECKS:** There will be a service charge of \$50.00 on all checks returned by customer's bank.
11. **QUOTATIONS:** Unless otherwise specified, quotations are for information only and are not intended as an offer and are subject to change without notice, in all respects including prices, deliver dates, terms, quantities and specifications.