



9385-K Gerwig Lane  
Columbia, MD  
U S A 2 1 0 4 6  
Phone 410.381.1497  
www.inter-lux.com

## ALM Schmitz Lighting Steng Light LightLight by Buschfeld Design IP44

### TERMS AND CONDITONS

2006-2007

#### QUOTATIONS:

ALL QUOTATIONS ARE VALID FOR 60 DAYS FROM THE QUOTATION DATE.

#### TERMS:

PAYMENT TERMS ARE 30 DAYS NET WITH PRIOR APPROVED CREDIT ONLY. FACTORY MAY REQUIRE PREPAYMENT IN FULL OR PART WITHOUT PRIOR CREDIT APPROVAL, OR FOR NEW CUSTOMERS WITH FIRST ORDER, OR FOR MODIFIED PRODUCTS. CREDIT TERMS ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE FACTORY.

#### PRICING:

ALL PRODUCTS WILL BE BILLED AT PRICES IN EFFECT AT THE TIME OF SHIPMENT. PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

#### SHIPMENTS:

**All ALM ORDERS ARE PLUS FREIGHT**

#### **FOR SCHMITZ, STENG, LIGHTLIGHT AND IP44:**

FOR ORDERS UNDER \$7,500 SHIPPING IS PREPAID AND INVOICED TO THE RECIPIENT. FOR ORDERS OVER \$7,500 SHIPPING IS PREPAID AND ALLOWED.

INTERLUX WILL NOT ACCEPT LIABILITY FOR DELAYS IN DELIVERY OR PERFORMANCE OR FAILURE TO MANUFACTURE, DELIVER OR PERFORM DUE TO ANY ACT OR CAUSE BEYOND OUR REASONABLE CONTROL. INTERLUX IS NOT LIABLE FOR PRODUCTS DAMAGED IN SHIPPING FROM THE FACTORY. ALL SHIPMENTS MUST BE INSPECTED UPON ACCEPTANCE AND ALL DAMAGE CLAIMS MUST BE PLACED WITH THE SHIPPING COMPANY BY THE RECIPIENT WITHIN FIVE BUSINESS DAYS OR ADHERE TO THE WRITTEN TERMS OF THE SHIPPING COMPANY.

#### LIABILITY:

INTERLUX WILL NOT UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, COST OF SUBSTITUTE PRODUCT OR CLAIMS OF PURCHASER'S CUSTOMERS.

#### TAXES:

IN ADDITION TO ANY PRICE SPECIFIED HEREIN, PURCHASER SHALL PAY THE GROSS AMOUNT OF ANY PRESENT OR FUTURE SALES, USE, EXCISE, VALUE – ADDED, OR SIMILIAR TAX APPLICABLE TO THE PRICE, SALES OR DELIVERY OF ANY PRODUCTS OR SERVICES FURNISHED.



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Created by jbramhall

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**WARRANTY:**

FIXTURES ARE GUARANTEED FROM FACTORY DEFECTS FOR 60 DAYS FROM THE SHIPPING DATE. PRODUCTS MUST BE RETURNED TO THE FACTORY AT THE EXPENSE OF THE PURCHASER FOR FACTORY EVALUATION. PRODUCTS FOUND TO BE DEFECTIVE BY THE FACTORY WILL BE REPLACED OR THE COST REFUNDED AT THE DISCRETION OF THE FACTORY. PROBLEMS ASSOCIATED WITH IMPROPER HANDLING, INSTALLATION OR OTHER FACTORS BEYOND THE REASONABLE CONTROL OF THE FACTORY MAY VOID THIS WARRANTY. THE WARRANTY GRANTED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING WARRANTY IS EXCLUSIVE OF ALL OTHER STATUTORY, WRITTEN OR ORAL WARRANTIES AND NO OTHER WARRANTIES OF ANY KIND ARE HEREIN EXPRESSED. BALLASTS AND TRANSFORMERS AND OTHER VENDOR MADE ITEMS ARE WARRANTED BY THE MANUFACTURER OF SAID ITEMS AND SUBJECT TO THEIR PUBLISHED TERMS AND ARE TO BE HANDLED DIRECTLY WITH THE MANUFACTURER.

**CANCELLATION OF ORDERS:**

ALL ORDERS NOT YET SHIPPED FROM THE FACTORY ARE SUBJECT TO A 25% CANCELLATION CHARGE. ALL ORDERS 4 WEEKS ARO OR SHIPPED AND RETURNED IN THEIR ORIGINAL RESELLABLE CONDITION ARE SUBJECT TO A 50% CANCELLATION CHARGE. NO RETURNS OR CANCELLATIONS ON CUSTOM, MODIFIED FIXTURES OR TRACK PRODUCTS. NO RETURNS 60 DAYS AFTER SHIPMENT TO CUSTOMER. ALL CANCELLATIONS MUST BE RECEIVED BY THE FACTORY IN WRITING. ALL RETURNS MUST BE ACCOMPANIED BY A FACTORY AUHTORIZED RETURN GOODS AUTHORIZATION NUMBER OR THEY WILL NOT BE ACCEPTED.

**PRODUCT SPECIFICATION:**

MANUFACTURING AND/OR DESIGN SPECIFICATIONS ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT PRIOR NOTIFICATION WRITTEN OR OTHERWISE.

**GENERAL TERMS:**

IF INTERLUX FURNISHES SELLER WITH ADVICE OR OTHER ASSISTANCE WHICH CONCERNS ANY PRODUCT SUPPLIED HEREUNDER OR ANY SYSTEM OR EQUIPMENT, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT US TO ANY LIABILITY WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.