

Lightway Terms and Conditions

CATALOG: We have diligently attempted to avoid errors and omissions in the catalog data presented. Please notify us of any noted discrepancies or errors. Lightway reserves the right to change specifications of our products and to discontinue products at any time without notice.

PRICING: Pricing is subject to change without notice. Applicable taxes will be added to the invoice as required. Lightway will pay freight on orders above the freight allowance minimum to one destination within in the continental United States. Shipments under the freight allowance minimum will be shipped prepaid and the freight charges will be added to the customer's invoice. Orders placed on "hold for release" which are not released within 60 days may be subject to price increases.

QUOTATIONS: Quoted prices are effective for 30 days unless otherwise specified in writing.

MINIMUM ORDER: None

TERMS: Payment terms, for customers with open account privileges are Net 30 days from DATE OF INVOICE. A late payment charge of 1 ½% per month, 18% per annum, will be added to all accounts over 30 days from invoice date.

CANCELLATIONS: Because we are a manufacturer and our lighting products are made to order, orders placed and released cannot be cancelled without the consent of Lightway.

RETURNS: Product may only be returned with the prior authorization of Lightway and the issuance of a Return Material Authorization Number (RMA No.). All merchandise must be received within 30 days from the issuance of an RMA. The customer is responsible for proper packaging and the payment of freight charges to Lightway. Product returned that is determined to be defective, will be repaired or replacement, at Lightway's discretion, and freight charges will be credited to the customer's account.

Returns for customer convenience will be charged a minimum restocking charge of 75%. Fixtures with optional colors or components, special order items, or fixtures that are modified or otherwise made to a customer's specifications are not returnable. For fixtures to be returnable, they must be in the original cartons, not installed and not wired to an electrical circuit. No goods will be accepted for return after 60 days from the date of shipment. Damaged fixtures will not be accepted for return under any circumstance.

SHIPPING: Lightway will ship all orders by the freight carrier of its choice from Valencia, California. At its sole discretion, Lightway may hold shipping until an order is complete or make partial shipments. The customer may specify shipping means and carriers but all additional freight charges and packaging costs, less the normal freight and packaging costs, will be billed to the customer.

CLAIMS: All Lightway products are carefully inspected, tested and packaged prior to shipment. Title to the products passes to the buyer upon delivery to the freight carrier. Customers should carefully inspect all merchandise at the time of delivery and note any damage or shortages on the freight Bill of Lading. Although our responsibility for product shipped ends upon delivery to the common carrier, Lightway will assist, as required, to resolve damage or freight claims. **However, no claim for damages or shortages by the customer or their agent will be accepted unless filed within 20 days of receipt of product.**

DAMAGES: Lightway is not responsible for damages of any kind or manner resulting from delayed delivery if such delayed delivery, or non-delivery, is caused, in whole or in part, to strikes, labor disputes, delays by its suppliers, accidents, transportation, clerical errors, power failures, fires, earthquakes, civil unrest or any other cause, natural or unnatural, that is not in Lightway's direct and approximate control.

LIMITED WARRANTY: All lighting products manufactured or sold by Lightway are warranted to be free from defects in material and workmanship for a period of two (2) years from date of invoice, when properly installed and operated at the rated voltage. Lamp failure, damage incurred in transit or from handling, product modifications, installation in applications not intended or product abuse is excluded from the terms of this warranty. Lightway's warranty covers only the repair or replacement, at its facility in Valencia, California, of the defective product and excludes any responsibility for labor costs, freight and any other incurred expenses by the purchaser.

This warranty is in lieu of all other warranties, expressed or implied, including any warranty of merchantability or fitness for purpose intended. Lightway assumes no responsibility for labor costs in connection with installation, removal or replacement of warranted merchandise, or for any consequential damages. Lightway further reserves the right to refuse to honor the above warranty for any merchandise altered or improperly installed in applications not intended.