

LIGMAN LIGHTING USA
TERMS AND CONDITION OF SALE NOV 2011

ORDER ACCEPTANCE

LIGMAN LIGHTING USA (LIGMAN) offers to sell and deliver lighting products in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. LIGMAN hereby objects to and rejects any additional or alternative terms proposed by Buyer, including those contained in Buyer's purchase order, unless LIGMAN expressly agrees to such terms in writing. All orders are subject to credit approval and acceptance by LIGMAN. Credit availability is granted at the discretion of LIGMAN. We reserve the right to refuse to manufacture any item that is not in stock, or in the event that the order is too small to run on a production basis

TERMS OF PAYMENT

If LIGMAN extends credit to Buyer, payment terms shall be net thirty (30) days from date of invoice, unless otherwise stated on quotation. LIGMAN may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If Buyer fails to make any payment when due, LIGMAN reserves the right to suspend or cancel performance under any agreements in which LIGMAN has extended credit to Buyer. Suspension of performance may result in rescheduling delays. If, in LIGMAN's judgment, Buyer's financial condition does not justify the payment terms specified herein, then LIGMAN reserves the right to terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect LIGMAN's right to pursue any other available remedies.

No deductions from invoices will be allowed without authorization, in writing, from LIGMAN. LIGMAN maintains the right to charge a 1.5% per month service charge on all past due balances, as well as reasonable collection costs and fees, including, but not limited to attorney, filing fees, and other associated costs of collection. The laws of the STATE OF Oregon shall be applicable to all suits arising between LIGMAN and the Buyer, and in the event of litigation, the venue will be Washington County Oregon.

PRICING

Prices and specifications are subject to change without notice. If the prices of fuels, metals, raw materials, equipment or other production costs increase significantly, LIGMAN shall have the right, and Buyer shall have the obligation to renegotiate the price of all products not yet shipped. If an agreement is not reached, LIGMAN reserves the right to terminate any unshipped orders without liability.

QUOTATIONS, DATA SHEETS, SPECIFICATIONS

Prices are firm for thirty (30) days unless otherwise specified. All quotes on equals substituted by LIGMAN require customer approval after submittal of cuts. We cannot guarantee approval. LIGMAN is not responsible for misinterpretation. Specifications and dimensions of all products are subject to normal manufacturing tolerances and may change without prior notice. Fixture design and specification sheets may be updated and or modified as necessary and it is the Buyer's responsibility to obtain from LIGMAN and verify the, latest catalog sheets to confirm dimensions, mounting details, knockouts, holes etc... LIGMAN will not be responsible for any costs associated with non-conformity to outdated published material, including that obtained from LIGMAN's website. Catalog numbers and cuts are merely indicative of what we manufacture. This does not necessarily mean that all items are carried in stock.

MINIMUM ORDER

Minimum billing per order - \$150.00

LAMPS & MOUNTING HARDWARE

Lamps and mounting hardware, unless specified, are not included in the price of the lighting equipment.

FREIGHT

All prices F.O.B. our plant – Portland Oregon. Normal transportation costs will be prepaid and added to invoice. FREIGHT ALLOWANCES may apply on shipments based upon the order value and destination (continental U.S. locations only). Please contact your local LIGMAN sales agent or the factory for requirements. Certain items are excluded from this freight policy. Please consult factory. Unauthorized deductions will be charged back. Routing is at the discretion of LIGMAN. If customer will assume any additional charges, LIGMAN will ship in the manner selected by the customer. Fuel surcharges assessed by the carrier will be passed on to the purchaser and are not subject to the freight policy. Fuel surcharges are to be paid NET, and are not discountable for any reason. Any additional charges levied by the trucking company (ie: call before, liftgate, residential delivery) will incur additional fees.

DELIVERIES

LIGMAN will not be liable for ANY penalties or charge backs resulting from delayed deliveries or installation delays.

TRANSPORTATION

All product is shipped F.O.B. Factory in good condition with title of the merchandise passing to the Buyer upon delivery to the common carrier, regardless of party responsible for charges. For all damages in transit, Buyer is responsible for the timely filing of all claims, and for all storage, handling, notification, COD, redelivery or other charges. The Buyer has responsibility for immediately inspecting goods upon delivery. Visible damage or shortage MUST be noted on the carrier bill of lading at time of delivery. Claims for damages to plastic diffusers must be made within 5 days of receipt. The sole remedy will be the issuance of a replacement part upon return of damaged goods. Claims for concealed damage must be reported to the carrier within 48 hours of receipt. In the event of concealed damage, carrier should be notified immediately and an inspection requested. All damaged goods must be held with packing material intact until inspection is completed. Any damage or shortage of material must be reported to LIGMAN within 48 HOURS of delivery. LIGMAN will not honor any claims submitted beyond that time. Orders quoted with prepaid freight are based on one complete shipment to destination. Requests for multiple shipments will incur additional shipping charges.

RETURN GOODS

No merchandise may be returned without prior authorization and will be refused at loading dock if the Return Goods Authorization (RGA) Number is not clearly marked on the outside of the carton(s). An RGA Number is valid for thirty (30) days only. Material must be shipped prepaid. Refunds will be in the form of credit toward future purchases only. No refund checks will be issued. Material must be received by LIGMAN in good condition, within three (3) months of original invoice date. There will be a deduction for freight out and the return is subject to a minimum 50% restocking fee as well as a reconditioning charge if necessary. Special finishes or custom orders may not be returned.

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HOLD ORDERS

Orders marked "Hold for Release" or "Hold for Shipping Date" will not be manufactured until release date is given. We reserve the right to renegotiate pricing at time of release if the release extends beyond the stipulated time on our quotation and/or acknowledgement.

CANCELLATIONS

Orders for Factory Stocked items may be cancelled prior to shipping without charge. All other orders cannot be cancelled unless LIGMAN is reimbursed for work already performed and for special material purchased or on order with our Vendors. If an order is cancelled after shipment, or refused at destination, restocking charges of up to 100% (applies to built to order, custom, or non-cancelable items) > warehousing fees, delivery and return costs will be charged to the customer.

LIMITED WARRANTY

All equipment is warranted for a period of three year, excluding plastic lenses and diffusers. A replacement part will be furnished in exchange for any part in a fixture, excluding lamps, which under normal use and service proves defective within one year after purchase. All lighting fixtures should be inspected prior to installation. Any missing parts or defects should be reported immediately to LIGMAN prior to installation of the item(s). All lighting products are intended to be installed by qualified licensed electricians. Any defects caused by improper installation, including but not limited to; faulty wire connections, connection to wrong supply voltage, failure to properly ground units, damage caused by rough handling, and diffusers damaged during installation, are specifically not covered under this limited warranty.

This warranty is null and void if fixtures are installed in an abnormal manner including but not limited to the following: subjected to abnormal stresses, such as an ambient room temperature or ceiling plenum temperature exceeding 90F; or if the voltage is more than 5% above the rated line voltage of the ballast; or if 'insulating blankets' are installed closer than 1" from recessed fixtures sides and tops; or if surface units are mounted to low density combustible ceilings, thus causing overheating and ballast failure. Many fixtures are not intended to operate in temperatures below 6F. Consult factory if application requires low operating temperatures. Many fixture and ballast types have specific temperature limits as defined by the manufacturer, It is up to the end user to determine suitability for a specific application. Please consult factory if fixtures are to be mounted in areas of extreme high or low ambient temperatures. Some fixtures are intended for suspended mounting only to assure proper operation. Failures due to misapplication of product are not covered under any warranty.

This warranty is applicable only to the replacement of a defective fixture or components with positively no labor allowance unless specifically authorized in writing by LIGMAN before work is begun. Charge backs or deductions for unauthorized repairs will not be accepted.

LIGMAN makes no warranty whatsoever-either expressed or implied, with regard to lamps, ballasts or specular reflector materials. The respective manufacturers of these products warrant these materials directly to the end user. Further, LIGMAN makes no claims or warranty with regard to minimum useful life or performance of any material or product past the three year limited warranty.

Repair or replacement of defective parts is the Buyer's sole and exclusive remedy and the limit of LIGMAN's liability, and in no case shall exceed the wholesale purchase price of the product. No other claims will be allowed. Under no circumstances will LIGMAN be liable for labor, incidental, or consequential damages in connection with or arising out of the purchase or use of any LIGMAN product

Any legal claims arising from this limited warranty shall be subject to the laws and jurisdiction of the State of Oregon. This is LIGMAN's sole warranty. No employee or agent of the corporation is authorized to add, modify, or delete from it.

BALLAST WARRANTY

The ballasts used by our Company are those of recognized manufacturers and are warranted by their respective manufacturer only. Orders calling for specific brand names or models of ballasts will be handled on a quotation basis only. Any claims for defects in ballasts occurring outside of LIGMAN's limited warranty period should be directed to the respective ballast manufacturer. Copies of manufacturers warranties are available upon request. In no event shall LIGMAN accept any charge backs or labor invoices without express written consent from the factory prior to any work being performed. Should there be a ballast failure within LIGMAN's one-year warranty period, advise LIGMAN immediately and we will notify the ballast manufacturer of the difficulty. They in turn will notify you as to disposition of this problem. Do not proceed with repairs until authorization is received from the ballast manufacturer.

FIELD SERVICE AND REPAIR

If we elect to provide field inspection or repair, it will be done strictly as a courtesy and convenience to the end user. It is the facilities responsibility to identify specific products and locations of products claimed defective, provide safe accessibility to the lighting equipment, including providing any ladders, scaffolds, or other equipment necessary, as well as providing adequate protection to prevent damage to building or it's interior, obtaining union or other cooperation regarding free access to the site for field service personnel, and turning power on and off as required. Any field service work will be performed only during normal weekday working hours. LIGMAN reserves the right to supply non-union labor as necessary to provide any warranty related repairs. LIGMAN will not be responsible for any costs incurred in providing access to the lighting equipment.

Our performance of any services in no way is an extension of our liability beyond our Terms and Conditions of Sale and Limited Warranty contained herein.

ELECTRICAL COMPONENTS

All fixtures are wired for 120, or 277 or 120/277 Volt, 60 cycle AC operation. Voltage must be specified when ordering. Ballasts with special voltage ratings, or specific test approvals other than U.L., must be specifically ordered for the job. These ballast additions must be added to the cost of the unit.

ERRORS, OMISSIONS AND STYLE CHANGES

All catalog and illustrative material from LIGMAN has been carefully proofread. We assume no responsibility if an error or an omission does occur. In the event that a style is changed, or it becomes necessary to use parts or materials other than shown in the catalog, we reserve the right to ship the item closest to the original designation.

CERTIFICATIONS & AFFILIATIONS:

All items are ETL listed.