



# Terms and Conditions

1. **FREIGHT TERMS** \$ 2500.00  
Our freight terms are, F.O.B. factory, freight prepaid and allowed on shipments of \$2,000.00 and over trade net, in the Continental U.S.A. or the port of embarkation on export shipments excluding Alaska.
2. **TERMS**  
Net 30 days from date of invoice. Statements are sent at the end of every month on open accounts. A 1.5% per month service charge (or maximum legal rate) will be added to past due accounts. Under no condition will deductions on payments of accounts be accepted unless exact amount deducted has been allowed by written approval or an approved NU-ART credit memo.
3. **MINIMUM CHARGE**  
Invoice will not be issued in a net amount of less than \$75.00 plus transportation charges.
4. **PRICES**  
**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**  
No deductions or backcharges will be accepted without written authorization from NU-ART Lighting & Mfg. A copy of written authorization must accompany payment.
5. **TAXES**  
The amount of any applicable present or future tax, or other government charge upon the production, sale, shipment, or use of goods ordered or sold will be added to billing unless provided with an appropriate exemption certificate.
6. **ROUTING**  
NU-ART Lighting & Mfg. Company will use it's own discretion in routing all prepaid shipments. Pre-Pay, charge, and air shipments will be made in any manner requested by the customer, on the condition that customer will assume all extra transportation costs.
7. **SPECIAL PACKING**  
An extra charge will be assessed for special packing and handling.
8. **DAMAGED GOODS OR SHORTAGES**  
Title to and risk of loss upon each shipment passes to the purchaser at the factory loading dock. ANY CLAIM FOR SHORTAGE OR DAMAGE INCURRED IN SHIPMENT MUST BE MADE BY THE PURCHASER TO THE DELIVERING CARRIER. IT IS IMPERATIVE THAT ALL CARTONS BE OPENED AND INSPECTED FOR CONCEALED DAMAGE. FAILURE TO REPORT CONCEALED DAMAGE TO THE DELIVERING CARRIER WITHIN FIFTEEN (15) DAYS OF DELIVERY, RELIEVES THE CARRIER OF ALL RESPONSIBILITY.  
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9. **RETURNED GOODS**  
Material will not be accepted for return without NU-ART issuing a "Return Authorization". RGA to be requested by customer within sixty (60) days of shipping date. A minimum restocking charge of 50% of invoice value plus out-bound freight charges, will apply to all returns. Transportation for returned merchandise must be prepaid, and received within thirty (30) days of RGA issuance. Any service or repair required to restore equipment to original condition will be charged and deducted from credit. Credit will not be issued until merchandise is returned and inspection is complete and approved by NU-ART, deductions taken prior to approval will not be accepted. ONLY CURRENT CATALOGED ITEMS WILL BE ALLOWED FOR RETURN.
10. **CANCELLATION**  
Orders canceled five (5) days after order entry, are subject to a Cancellation Fee. Orders may be cancelled only with our written consent and upon payment of reasonable and proper cancellation charges. We will not consent to cancellation of orders involving a customers special specifications.

**11. GUARANTEE**

Seller warrants that the product sold will, upon shipment, be free of defects in workmanship or material. Should any failure to conform to this warranty, under normal and proper use (without the intervention of any casualty or abnormal stresses including open type fixtures when damaged by wind or extra stresses which are caused by the addition of pennant stringers, signs, flags, and ropes to poles or fixtures) become apparent during a period of two (2) years after the date of shipment. Seller's obligation is expressly limited to repair or replacement at its option, without charge, F.O.B. factory, of the part or parts determined by seller to be defective and only after prior written return authorization has been granted.

The foregoing shall not apply to equipment that shall have been altered or repaired after shipment by anyone except an authorized employee or agents and the Seller will not be liable in any event for alterations or repairs those made with its written consent. Purchaser shall be solely responsible for determining suitability for use and the Seller shall in no event be liable in this respect.

**12. EXCEPTION**

LAMPS-EITHER FLUORESCENT, INCANDESCENT, MERCURY VAPOR, METALLIC HALIDE, LOW PRESSURE SODIUM, HIGH PRESSURE SODIUM, OR IODINE LAMPS-(NOT MANUFACTURED BY US) ARE NOT COVERED UNDER OUR WARRANTY.

Fluorescent ballast and/or lamps are not manufactured by Seller and are sold by it "as is." Any warranty with respect to such fluorescent ballasts and/or lamps is made by the component manufacturer, and purchaser shall direct all claims to the component manufacturer. Labor and replacement charges for defective part or parts must be negotiated with original manufacturer of the ballast and/or lamps.

NU-ART WILL NOT ACCEPT CHARGES UNDER ANY CIRCUMSTANCES, FOR TRAVEL TIME, HI-LIFT CHARGES, UNAUTHORIZED LABOR CHARGES, OR CHARGES FOR LATE DELIVERY.

THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING NEGLIGENCE AND ALL WARRANTIES OF MERCHANDISE OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WE WILL IN NO EVENT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND OUR LIABILITY UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE GOODS FOR WHICH LIABILITY IS CLAIMED.

**13. ORDERS**

Orders will be billed at price in effect on date of order. All quotations and bids, and the acceptance of all contracts and orders, are subject to final approval by NU-ART Lighting & Mfg. Company. In the absence of a special quotation covering material on the order, material will be billed at correct published prices, and terms applicable thereto, even though incorrect prices, discounts, etc., may appear on the customer's order. IF FOR ANY REASON SPECIFIED AND ACCEPTED DELIVERY DATES ARE EXTENDED BY PURCHASER OF GOODS-ORIGINAL PRICES QUOTED WILL BE SUBJECT TO REVIEW.

**14. SPECIAL VOLTAGES**

ALL PRICES FOR FLUORESCENT FIXTURES ARE FOR 120. INPUT VOLTAGE-FOR SPECIAL ODD VOLT AND/OR MILLIAMPERES RATING, CALL FOR QUOTATION. H.I.D. BALLAST AVAILABLE IN 120, 208, 240, 277, OR 480 VOLT AT NO ADDER.

**15. LAMPS**

PRICES DO NOT INCLUDE LAMPS EXCEPT AS NOTED.