

TERMS AND CONDITIONS

FREIGHT

All Shipments are F.O.B. factory, with freight allowed on invoices over \$5000.00 to all major centers in North America (except Alaska, Hawaii, Labrador, Northwest Territories, Nunavut and Yukon) for one shipment only. Partial shipments or orders under \$5000.00 are subject to freight charges.

Pace Illumination reserves the right to charge freight extra to remote locations in all provinces of Canada.

All poles are shipped freight extra.

PACE reserves the right to route all shipments on prepaid freight shipments. Shipments will be made via express, air, or any other manner requested, when the customer assumes the freight costs over and above the least expensive routing selected by PACE. Authorization in writing is required from the customer.

CLAIMS

Title of ownership transfers to purchaser upon delivery to the transportation company. The transportation company assumes responsibility when shipment is picked up at factory dock. Inspect goods upon arrival. All claims for shortages or damages during transportation to be made against the delivering carrier. All other claims, including missing components, must be submitted to PACE within 15 days of receipt of shipment.

DELIVERY

The scheduled delivery from PACE is the best approximation of the expected shipping date, but is not a guaranteed shipping date. PACE shall not be responsible for any direct or indirect damage or loss resulting from delay in shipping. Time of delivery is not the essence of this agreement.

RETURNS

Standard products may be returned only with written consent from PACE. Return shipments must be in original cartons, with a copy of the Return Authorization document, freight prepaid. All returns are subject to a minimum of 25% restocking charges, plus any reconditioning costs. Returns due to defective products must be returned for testing, with written consent from PACE. Custom products are non-returnable.

WARRANTY

All PACE products are carefully inspected and tested before shipping, and are warranted to be free of material and workmanship defects for a period of **two years** from date of invoice. Claims must be submitted in writing to the factory.

PACE will not accept charges for any labor, repair cost or transportation charges without expressed, prior written authorization. The responsibility of PACE for any defective materials is limited solely to the replacement or repair of material, and does not include any incidental or consequential damages which may be incurred. No warranty, expressed or implied, exists other than that described above. No person, agent or distributor has authority to give any other warranty on behalf of PACE.

BALLAST/LAMPS WARRANTY

Ballasts, lamps and transformers supplied in PACE fixtures are those of recognized responsible manufacturers. Brand specific ballast, transformer or lamp requests will be handled by quotation only. Claims for defective ballasts, lamps or transformers should be made directly to the appropriate manufacturer through their local service center or field representative. Any labor charges for replacement of defective ballasts, lamps or transformers will not be accepted by PACE. A copy of the O.E.M. standard replacement program is available upon request.

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QUOTATIONS

Quoted prices are subject to change upon receipt and review of approval drawings. Quotes are valid for **60 Days** unless otherwise specified.

PRICE

All prices are subject to change without notice. Prices exclude all taxes and freight where applicable.

CANCELLATION CHANGES

Modified fixtures are non-refundable, and non-cancellable, unless written approval is issued by PACE. Changes to, or cancellation of works in progress will be subject to costs incurred for work completed.

MINIMUM BILLING ADDITIONS

Minimum billing is \$200.00 net per order. Replacement parts are exempt. Additions to orders already received and entered into production will be considered as a new order.

TERMS

Terms are net 30 days.

ACCEPTANCE OF ORDERS

All orders are subject to PACE's final approval.

DESIGN CHANGES

PACE Illumination Corp. reserves the right to change product design, and/or catalog information without prior notification.

ESCALATION OF HOLD ORDERS

Unless otherwise agreed upon, all prices are firm for delivery within six months of receipt of order at PACE. PACE reserves the right to review and adjust pricing as necessary to reflect increased costs of goods on Hold Orders older than six months.

SALES TAX

All taxes extra where applicable.