



January 2006

TERMS & CONDITIONS

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ORDER SERVICE

Monday - Friday, 8:00 AM - 5:00 PM (EST)
Phone: 800-342-0592 or 860-388-6881
Fax: 800-207-0090 or 860-388-5766
Web: www.pathwaylighting.com
E-mail: sales@pathwaylighting.com

FREIGHT TERMS

F.O.B. Shipping Point. Freight prepaid & allowed to qualified accounts on single shipments valued at \$1,800.00 or more, within the 48 contiguous United States. Minimum order value is \$100.00 and is accessed a minimum shipping charge of \$10.00.

PAYMENT TERMS

Net 30 to established accounts. Credit application must be submitted for approval for all new accounts. Please allow 7-10 days for processing of application. To expedite rush orders for new accounts, we may request full or partial payment in advance. A service charge of 1-1/2% per month will be added to all overdue accounts.

PRODUCT WARRANTY

All products are carefully tested and inspected at the factory prior to shipment and are warranted to be free from defects in material and workmanship for a period of one year from date of shipment unless stated otherwise. No other warranty is expressed or implied. If, during the warranty period, Pathway is notified in writing by the original purchaser of a potential defect and it is determined by Pathway that this malfunction is in fact a defect in material or workmanship, then Pathway Lighting at its option will repair or replace the defective unit.

RETURNED GOODS

All returns must have a written RGA and are subject to the following terms and conditions.

Return of Defective Merchandise: Returns of defective merchandise for replacement will be repaired or replaced at Pathway Lighting's discretion. Defective merchandise returned for credit will be subject to inspection. If material is found to be defective due to neglect, alterations, abuse, or misuse, credit will not be issued. Merchandise can then be repaired & returned at an additional charge.

Return of Non-Defective Merchandise: Requests to return non-defective merchandise must be made within 90 days and returned in original factory sealed Pathway cartons in saleable condition. Un-saleable or damaged merchandise will be credited at salvage value or less cost to repair. Pathway Lighting reserves the right to issue credit at prices prevailing at time of shipment, or time of return, whichever is lower, less the minimum restocking charges of 50%. Merchandise credit only, no cash refunds.

Return of Replacement Parts: (ballasts, circuit boards, batteries, etc.): All orders for replacement parts must have a purchase order. Replacement parts are invoiced and credit is issued when the non-functioning parts are returned and our evaluation shows that the returned parts exhibit a factory defect. If material is not returned for credit and the invoice remains unpaid, we will insist on payment. Credit will only be issued when parts are shown to have a factory defect. If material is found to be defective due to neglect, alterations, abuse, misuse, or incorrect installation, credit will not be issued. If this is the case, we will insist on payment for the replacement parts.

PRICES AND TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE.