

# TERMS & CONDITIONS OF SALE

## GENERAL

**ACCEPTANCE / GOVERNING TERMS:** These terms and conditions of Sale ("Agreement") shall apply to all sales of products by Peachtree Lighting, a corporation in the state of Georgia. Unless otherwise specifically agreed in writing, any different or additional terms and conditions proposed by any customer in a purchase order are hereby REJECTED by PEACHTREE LIGHTING. Customer assent to these Terms and Conditions of Sale shall be conclusively presumed from customer's ordering products by Peachtree Lighting number as shown in the current catalog.

## TERMS

**TERMS OF PAYMENT:** 1% cash discount on invoices paid by the 10th of the month following the month of billing. (Freight is excluded from discount) Payments made after the 10th of the month are due on net basis to the 25th of the month. If the merchandise total of your order exceeds freight allowed terms below and invoice is paid in 30 days and within terms, you may deduct freight charges indicated on the invoice. A service charge of 2% will be charged on any customer balance due after the 25th of the month. Should it be necessary for Peachtree Lighting to initiate formal collection proceedings the company shall be entitled to recover it's attorney's fees and other costs associated with the proceedings.

**MODIFIED AND CUSTOM ORDER PAYMENT PROGRESS** . The following advance payment schedule will apply.

- \* Modified product orders (including all Church & Chandelier product) 10% with Submittal drawings. 20% upon release. Balance 30 days
- \* Custom orders. 10% with Submittal drawings. 20% upon release. 30% before shipment. Balance 30 days.

**FREIGHT TERMS:** For shipments within the contiguous continental United States freight will be prepaid and allowed by Peachtree Lighting on any order totaling \$4,500.00, single release, (Dist., net) or more and invoice is paid in 30 days and within terms. Outside the continental United States, customers should consult the factory. Orders not qualifying for prepaid freight will have the transportation charges added to the invoice with no deduction allowed. Partial shipments will be made at the discretion of Peachtree Lighting. We reserve the right to ship all orders in one shipment. All shipments will be made via carrier selected by the shipper. All orders requiring air freight and or any special rate request will require a third party billing authorization. In addition Peachtree Lighting reserves the right to withhold shipments from any customer who has not paid "within terms".

**No freight allowance on Custom or Church Chandelier orders**

**SHIPPING AND HANDLING CHARGES** All orders are subject to additional shipping and handling charges. Standard orders will be billed a standard fee of \$300.00. Third party billing orders will be charged a fee of 6% of the face of the order ( but not less than \$ 600.00 ) Orders for specials or custom fixtures will be charged a fee of 10% ( but not less then \$1,500 ) All fees will be credited if the order is paid in 30 days and within terms.

All sales will be F.O.B. Covington, Ga. Title shall pass from Peachtree Lighting to our customer upon tender of freight to carrier. All claims for loss or damage in transit must be made by consignee to carrier within 10 days from the receipt of the shipment. All claims for shortages must be reported to Peachtree Lighting within 10 days from the receipt of the shipment.

**MINIMUM ORDER: \$350.00 PARTS ORDERS \$50.00**

**ESTIMATED SHIPPING SCHEDULES:** Are approximate and are based on conditions existing at the time. Peachtree Lighting shall not be responsible for any delays or damage arising there from. Peachtree Lighting will not accept orders with a guaranteed ship date.

**ORDER CANCELLATION:** Only standard current catalog items can be cancelled, if received IN WRITING 10 days prior to actual shipment. (not the shipment schedule ) All other orders are non cancellable. No verbal cancellation will be accepted. **No cancellation will be accepted for Cylinders, Church Chandelier, Pendent Bowls or any custom fixture.**

**REFUSED/ REDIRECTED SHIPMENTS:** All costs for warehousing and freight shall be paid by the customer.

**RETURN MERCHANDISE:** All Peachtree Lighting products are MADE TO ORDER therefore: MATERIAL RETURNED WITHOUT AUTHORIZATION WILL BE ACCEPTED WITH NO CREDIT ISSUED. No merchandise credit will be issued without prior written authorization to return the merchandise. An RGA (Returned Goods Authorization) must be requested by the customer within 90 days of the original shipment date. Merchandise must be: A) Listed in the current catalog. B) Saleable, in its original sealed cartons, with a minimum value of \$500.00. All returns will be subject to a restocking charge of not less than 50% and freight both ways. Credit will reflect to the customers account. NO CASH OR CHECKS WILL BE ISSUED. Cylinders, Church Chandelier, Pendent Bowls as well as any modified, custom or special fixtures are NOT RETURNABLE FOR CREDIT. Invoice must be paid in full prior to any consideration of a RGA. The RGA will be valid for 30 days.

**CHANGES IN PRODUCT DESIGN:** We reserve the right to change the design and construction of any product due to changing component supply conditions, without notice.

**SECURITY INTEREST:** Peachtree Lighting shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) has been paid by the customer. In the event the customer shall default in payment, Peachtree Lighting (or our assignee) has the right, in addition to and not exclusive of any other rights it may have under the Uniform Commercial Code or otherwise, to enter upon the premises where the goods are located and retake possession thereof, without notice.

**CONDITIONS OF THIS SALE:** THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER warranties, whether expressed, implied OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF merchantability or fitness for ANY PARTICULAR PURPOSE. Peachtree Lighting warrants to the customer for resale only that our products are free from defects in materials and workmanship. Our obligation is expressly limited to REPAIR or REPLACEMENT without charge (at our discretion), for a period of one year from the date of shipment. Peachtree Lighting warrants the LED module and driver assembly to be free of defects in material or workmanship for a period of three years from the date of purchase, and agrees to repair or replace at the companies option, the "failed" components. "Failure" is considered a non-operating LED. Peachtree will replace a defective element without charge for labor. This warranty does not cover labor to remove or replace the fixture back into the ceiling. This warranty excludes defects resulting from improper installation, heat, acts of God, fire, vandalism or civil disturbances. Peachtree must be notified in writing within 60 days of component failure. An RGA must be requested and a sample must be sent to Peachtree for test and evaluation. This warranty does not apply to: products not manufactured by Peachtree Lighting, or products which have been altered, subjected to neglect, abuse, misuse, or accidents (including shipping damages). Equipment furnished as components of Peachtree Lighting products but manufactured by others, (ballast, transformers, battery packs, etc.) carry the warranty of the manufacturer of that equipment.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL PEACHTREE LIGHTING BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, STRICT LIABILITY, OR TORT, INCLUDING NEGLIGENCE, NOR FOR LOST PROFITS; NOR SHALL THERE BE ANY LIABILITY OF PEACHTREE LIGHTING FOR ANY CLAIMS OR DAMAGE ARISING OUT OF THIS AGREEMENT OF THE MANUFACTURE, SALE, DELIVERY, USE, MAINTENANCE REPAIR OR MODIFICATION OF THE PRODUCTS, OR SUPPLY OF ANY REPLACEMENT PARTS THEREFORE, EXCEED THE PURCHASE PRICE OF THE PRODUCTS, THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE PRODUCTS, PARTS OR SERVICES DELIVERED HEREUNDER WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, OR OTHERWISE, NO LABOR CHARGES WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

PEACHTREE LIGHTING MANUFACTURES LIGHTING FIXTURES. WE ARE IN NO WAY ADVOCATES FOR MOUNTING PREFERENCES AS TO HOW THE FIXTURE MUST BE ATTACHED TO THE STRUCTURE. WE CAUTION THE INSTALLER THAT EACH FIXTURE MUST BE INSTALLED WITHIN THE HIGHEST STANDARDS AND PRACTICES OF SAFETY THAT ARE RECOGNIZED IN THE INDUSTRY FOR THE TYPICAL TYPE INSTALLATION. PEACHTREE LIGHTING ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR THE MOUNTING OR THE RECOMMENDATIONS FOR MOUNTING OF THE FIXTURES THAT WE MANUFACTUER.

**CATALOG, PRICING INSTRUMENTS AND WEB PAGES:** All specifications contained in Peachtree Lighting's catalog, website or promotional literature are subject to change without notice and without liability to Peachtree Lighting. The catalog, website and pricing instruments have been prepared for the convenience of the user and shall not be interpreted as an offer to sell. Every effort is made to make them accurate and complete for each printing or posting, but Peachtree Lighting reserves the right to correct, delete or change information at any time without notification.

Effective 5/1/11 This supersedes any previously published terms and conditions.