



sea gull lighting®

Standard Terms & Conditions of Sale

All sales by Sea Gull Lighting of the items in this price schedule, our catalogs, and our websites are made pursuant to these standard terms and conditions of sale. Sea Gull Lighting shall not be bound by the terms and conditions stated on a customer's purchase order should the terms alter our policies listed herein. We reserve the right to alter these terms without notice.

GENERAL CONDITIONS: Sea Gull Lighting reserves the right to refuse sale to any distributor or dealer. Without limiting the foregoing, Sea Gull Lighting may discontinue sales to any account that fails to maintain a minimum adequate stocking inventory in the opinion of Sea Gull Lighting, and/or sells or distributes products to any unauthorized Sea Gull Lighting distributor for resale purposes.

CREDIT: All orders must be approved by Sea Gull Lighting's Credit Department. Placement or acceptance of an order does not constitute the opening of an account. Accounts placed on Credit Hold will not be given credit for returned goods, cooperative advertising, incentive programs, freight allowances, or special promotions, when applicable, until their account is current and in good standing.

ORDER CANCELLATION: Cancellation of standard item orders will be accepted only if made in writing and received one week prior to shipment. If a specific production is required to fill an order, written cancellation must be received by us prior to production. Special, Built to Order, or Custom orders may not be cancelled after Release of Order. A cancellation charge up to the price of the product will be made on any special or custom-made items if same are cancelled after Release of Order. Verbal order cancellations will not be accepted.

HOLD ORDERS: Orders submitted and entered as "Hold For Release", "Delivery Date To Be Fulfilled", or "Future Delivery Date(s)", production and procurement of components not normally stocked will be withheld until the release of the order.

SHIPMENT & DELIVERY: Sea Gull Lighting will allow full freight charges on all orders over \$1,500 shipped within the continental United States. Contact our Customer Service Center for freight terms to Alaska, Hawaii and international destinations. Sea Gull Lighting will determine the most effective method in delivering shipments. Where specific freight carrier is required by the customer, additional charges may apply. Any delivery dates given by Sea Gull Lighting are best estimates only. We assume no liability for and shall not be held responsible for delays in shipping orders.

DROP SHIPMENTS: Drop shipments must meet freight and standard carton quantity requirements as published by Sea Gull Lighting. We reserve the right to refuse drop shipment orders which are determined to be beyond the distributor's normal trading area. Many delivering carriers impose an additional charge for telephone notification prior to delivery and special handling of merchandise. In these instances, the charge will be added to invoices.

UPS SHIPMENTS: A \$1.50 per carton handling charge will be included in the associated freight charges for UPS shipments. Due to the size, weight, and fragile nature of our products, some items may not be UPS shippable. These items are denoted on this price schedule with a truck icon. Consult our Customer Service Center for additional shipping restrictions.

CLAIMS: Claims for item shortages or merchandise damaged in transit must be filed directly with the freight carrier. Sea Gull Lighting will not accept any responsibility for claims, exchanges or other liability resulting from the purchase and/or installation of fixtures that do not meet special local codes.

QUANTITY: Items ordered in less than standard carton quantities as published by Sea Gull Lighting are subject to an additional charge of 25% of the item's unit price.

RETURNS: Merchandise may not be returned unless accompanied by a written Return Goods Authorization issued by Sea Gull Lighting. Requests for Return Goods Authorization must be made within 90 days from date of invoice and accompany a copy of the factory invoice. All returns must be received freight prepaid and are subject to a 25% restocking charge.

LIGHT BULBS: Unless otherwise specified, light bulbs are not included within the unit price of lighting fixtures or ceiling fans.

PRICES: Published pricing by Sea Gull Lighting is subject to change without notice. All merchandise will be shipped at prevailing pricing at the time of shipment.

MINIMUM BILLING: There will be a minimum billing charge of \$25.00. This does not apply to orders for replacement parts or glass.

TAXES: Prices are subject to state and federal taxes.

PAYMENT TERMS: Sea Gull Lighting payment terms are 1% 10th prox. Invoices after maturity will accrue an additional charge of 1.5% per month until paid. Invoices will be dated to coincide with shipping dates.

LIABILITY: Sea Gull Lighting shall not be responsible for any charges involved in repairing or replacing damaged or defective merchandise.

LIGHTING FIXTURE WARRANTY: Sea Gull Lighting fixtures and components and electronic products, when properly installed and under normal conditions of use, are warranted to be free from defects in materials and workmanship for one year from date of sale. ENERGY STAR® Qualified products are warranted for two years.

Sea Gull Lighting at its sole option will repair or replace, F.O.B. Factory, freight prepaid, any Sea Gull Lighting product defective in materials or workmanship. Such replacement is the exclusive remedy against Sea Gull Lighting should any of the products delivered prove defective. Invoices for labor charges and/or charge backs for labor will be denied unless prior written approval is given.

Any modification to a Sea Gull Lighting product not made at the factory will void the products' safety listing (such as UL, ETL, etc or other recognized laboratory) as well as the Sea Gull Lighting warranty policy.

CEILING FAN WARRANTY: Sea Gull Lighting ceiling fans offer a limited LIFETIME warranty to the original owner against defects in material and workmanship. This warranty is in lieu of all other warranties expressed or implied and does not cover cost of removing and / or re-installing the fan.

Year One - Sea Gull Lighting will repair or replace this ceiling fan if it is defective due to faulty materials or workmanship. This warranty does not cover the glass portions of this product, nor does it cover damages caused through abuse, improper installation, surges in current, or the acts of third parties.

If a warranty claim is made in year one, simply return fan with a copy of the original sales receipt, freight prepaid to Sea Gull Lighting, at its option, shall repair or replace the fan or refund the purchase price. Please do not return glass portions of ceiling fan.

After Year One - Warranty is limited to the motor, Sea Gull Lighting will repair or replace the motor if defective due to faulty materials or workmanship. This warranty does not apply to damages caused through abuse, improper installation, surges in electric current, or acts of third parties. If a warranty claim is made after year one, simply return the motor in housing with a copy of the original sales receipt, freight prepaid to Sea Gull Lighting. At its option, Sea Gull Lighting shall repair or replace the motor and housing, or refund the purchase price.