



## Terms and Conditions of Sale

**GENERAL CONDITIONS:** The terms and conditions stated herein, except as expressly agreed to in writing and signed by an authorized representative of FC Lighting, Inc., shall constitute the entire sales agreement between FC Lighting, Inc. and the purchaser.

**CLAIMS:** Our product is tested for mechanical defects prior to shipping. Our packaging is regularly inspected by transportation authorities who assume responsibility for both apparent and concealed damages sustained by improper handling. Title passes to purchaser upon delivery by us to the carrier, and all claims for damages or shortages in transit shall be made by purchaser with delivering carrier. Claims for shortages must be made within 48 hours of receipt of goods. Rejection of goods for defects must be made within 30 days of receipt of goods. Failure to abide by these time limits shall constitute acceptance of the merchandise and waiver of any shortages or errors.

**TERMS:** FC Lighting's standard product prices are net 30 days with a 1.5% late charge accrued after 30 days. All orders are subject to approval by our credit department. Minimum order of \$500.00. Modified orders require a minimum order of \$10,000.00 with a 50% deposit. Custom orders require a minimum order of \$20,000.00 with a 50% deposit. Orders purchased using a credit card are subject to fees incurred by FC Lighting from the originating credit card company. All shipments at or over \$3500.00 are freight allowed except for shipments outside the 48 contiguous states. Charges for partial shipments requested by the purchaser will be the purchaser's responsibility.

**SPECIFICATIONS:** Product prices and specifications are subject to change without notice, although FC Lighting will honor prices contained within an authorized quotation for 60 days from issuance.

**RETURN OF STOCK POLICY:** No merchandise may be returned without prior written authorization by an authorized FC Lighting representative. Requests to return merchandise must be made within 60 days of original ship date. All returns must be shipped pre-paid to the location designated on the RMA (Return Material Authorization) form. Credit will be issued less a 50% restocking fee. All returned product must be in salable condition to qualify for credit. Custom and modified products are not returnable.

**CANCELLATION POLICY:** Cancellations may be accepted in writing if received before production. Otherwise, a 50% cancellation charge will be incurred. No cancellations may be made on custom or modified products.

**PAINT FEES:** A lot charge of \$500.00 for Alesta Series RAL colors and \$700.00 for all other color options will be applied. Additional per unit costs and lead times on specialty colors may vary. Standard colors and RAL colors not incurring a lot set up fee include Black, White, Silver, and Bronze.

**WARRANTY:** FC Lighting warrants all products free from defect in manufacturing under normal and proper storage, installation, and use for a period of 1 year from the date of shipment. Auxiliary equipment (ballasts, transformers, etc.) used as components of a FC Lighting product but manufactured by others carry the warranty of the manufacturer of said components. Our guarantee liability extends only to the repair or replacement of the defective part, and no labor charges for correction of the defect by repair or replacement will be paid by FC Lighting unless prior written authorization has been granted by an authorized FC Lighting representative. FC Lighting shall not be liable for consequential damages or cost of removal and reinstallation of its products. Buyer shall pay for all shipping charges to and from FC Lighting's factory in Illinois for the return and repair or replacement of the product.

This warranty shall not apply to damage caused by shipping, improper installation, improper lamping, improper maintenance, product modification, abuse, or misuse of the product.

FC Lighting shall not be liable for damages that result from deliveries that do not occur within a purchaser's or customer's specified time frame or for any delay or default in delivering products where occasioned by any cause beyond FC Lighting's control including but not limited to embargoes, shortages of labor, raw materials, or fuel, fires, floods, accidents, acts of war or other similar causes.