

Terms & Condition

TERMS: (These supersede all other parties' conditions where conflicts occur.)

Terms are net 30 days from date of invoice. Invoices for freight are net 7 days from invoice date. Any invoices unpaid 30 days past due date of invoice shall be subject to a 2% cumulative per month service charge. Our published terms shall govern notwithstanding discounts and terms that may appear on customer purchase orders.

MINIMUM BILLING:

\$500 net on immediate release and "Hold for Release" orders.

REPLACEMENTS PARTS:

Minimum billing does not apply.

PRICES AND QUOTATIONS:

All prices are subject to change without notice and may be superseded by quotations made by Morris Kurtzon, Inc. or its representatives with respect to any specific project. All orders and quotations are subject to review and acceptance by the home office. Prices are subject to increase by the amount of any present or future taxes or increases in taxes upon the manufacture, sale, use or transportation of the herein products imposed by Federal, State, Municipal or other public authorities which the Seller may be required to pay. Prices issued by a formal STANDARD QUOTATION from Morris Kurtzon, Inc. are firm for acceptance within the timeframe stated on the quote form, from date of quotation providing all fixtures are released (within factory- stated lead times) to allow shipment no more than thirty (30) days from date of quotation. The only exception is a NON-STANDARD QUOTATION that guarantees pricing for a period longer than thirty (30) days. Prices are subject to re-negotiation if any quantity, option, accessory or other condition is changed from original quotation.

PLANS AND SPECIFICATIONS:

Price quotations will be made, and all orders accepted and goods shipped in accordance with the information supplied on or with customer orders, or on approved shop drawing forwarded to us by the electrical contractor. Neither Morris Kurtzon, Inc. nor its representatives will assume responsibility for compliance with any document or portion thereof which is not supplied by the customer at the time of submittal of purchase order. Materials ordered in error discovered after receipt at job site will be accepted for return only in accordance with our standard policy on returns.

FIXTURES:

We will only fabricate according to a customer's drawing or according to an approved print of our drawing, when accompanied by an order. In the latter case we will submit one print which is to be returned to us signed and approved. Upon receipt of the approved copy the order will be entered for production. Under no circumstances can we be held responsible for field conditions involving dimensional or other changes, nor can Morris Kurtzon, Inc. assume any responsibility for improper selection or installation of fixtures, or for labor costs involved in repair or replacements, or for any other alleged reason.

DELAYS IN DELIVERY:

Delivery is contingent upon and the seller shall not be liable for any delays caused by fire, strikes or other labor disturbances, floods, accidents, inability to obtain materials, Government priorities and regulations or other causes unavoidable or beyond the Seller's reasonable control, or for any failure by the customer to furnish complete information. Under these or any other uncontrollable circumstances Morris Kurtzon, Inc. will not accept any penalty charges leveled against it, or recognize the validity of penalty clauses incorporated into sales contracts written or verbal.

RECEIVERS RESPONSIBILITY FOR GOODS IN TRANSIT:

All shipments are F.O.B. Chicago, Illinois. Our responsibility for safe delivery ceases when the Carrier receives material in good condition. Immediately upon receipt of the material, Receiver must inspect thoroughly for apparent and/or concealed transportation damage. The number of cartons received should be carefully checked against the Bill of Lading. Claims for in-transit damage or for shortages should be made immediately against the Carrier. Unless notified to the contrary within thirty (30) days of shipment, Morris Kurtzon, Inc. will assume that the shipment arrived complete and in good condition and will not consider any claim for shortages thereafter.

RETURNS:

Goods will be accepted for return only after written authorization from the factory and must be labeled with Morris Kurtzon, Inc. Return Goods Authorization (RGA) number. Applications for permission to return material must be made within two months from date of shipment and executed sixty (60) days from date of permission. We may at our discretion grant permission for the return if the material is new, is currently a listed item, and is received by us in good condition. From the credit to be issued, we will deduct transportation expense if any, and in addition a minimum service charge of 25% of the invoice value. We will charge for costs incurred in handling, recondition, repackaging in new cartons and putting the material in salable condition. Products returned for defects in manufacture or errors in shipment may be accepted at full credit and without service charge.

CUSTOM RETURNS:

No product will be accepted for return if specially manufactured or specially made in any way to vary from our standard construction or finish. Exceptions to this rule are judged on a case by case basis.



Pendant patterns, runs including corners, or fixtures cut to specific field dimensions will not be accepted for return, as these are considered special for each job.

Requests for return of goods will be considered only if the invoice value of materials to be returned is greater than \$1,000. When the invoice value of the goods to be returned exceeds 10% of the original face amount of the invoice special return arrangements must be negotiated in advance.

CANCELLATION:

Orders are not subject to cancellation until payment is made for work already performed and/or for special materials purchased. This includes Engineering design time for any fixtures that are modified or are of a custom nature. Cancellations of catalog fixtures are subject to the standard restocking charge if fixture production has started or material commitments have been made.

WARRANTIES:

The seller makes no warranty of any kind express or implied except as follows: The products sold hereunder shall be of Seller's quality and the Seller's liability for whatever cause or reason shall be limited to the replacement of defective products or any other option as the Seller may elect. The buyer by the acceptance of such products assumes all risk and liability whatsoever resulting from the use of such products. Failure to notify the Seller in writing of any alleged defects within ninety (90) days after receipt of shipment and before products are used shall constitute a waiver of all claims with respect to the products. Normal warranty for a standard product extends to twentyfive (25) years from date of shipment as evidenced by our invoice. Standard Ballast manufacturer's guarantee is extended to any ballast failing within the guarantee period for causes due to faulty manufacture provided conditions of operations are normal. We are not liable for costs involved in replacement or damages sustained because of any failure, or damage to any goods, premises or any other facility near or adjacent to the faulty ballast. Contact ballast manufacturer for labor charges associated with defective ballasts. ♦ (effective 9/1/2012)

SELLERS LIABILITY:

Seller will not be liable for any loss, damage, cost of repair, incidental or consequential damages of any kind, whether based upon warranty, contract or negligence, and arising in connection with the sale, use or repair of the products. Seller's maximum liability shall not in any case exceed the contract price for the products claimed to be defective or unsuitable.

FREIGHT POLICY*:

For All Orders Received On or After Dec. 1, 2012:

Standard delivery shipping in continental USA : Allowed on orders over \$5,000.00USD.

Standard delivery shipping to Alaska and Hawaii: Allowed on orders over \$5,000.00USD.

Standard delivery shipping destined for Canada and other International areas: Freight costs to our contiguous continental US border are allowed on orders over \$5,000.00USD. The remaining destination freight from our border is not included.

Note: No other shipping charges are included (i.e.: Customs charges, Duties, taxes, etc.) Customers will be responsible for all other fees (including lift gates and delivery delays at destinations). Other terms and conditions may apply for additional freight services, including without limitation, expedited same day delivery, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S., or other special handling by the carrier. Any extra charges incurred for Additional Freight Services must be paid by customer. Additional restrictions may apply. ♦ See current "Freight Policy Changes" notice for details