



## **TERMS and CONDITIONS**

### **QUOTATIONS**

Quoted prices are subject to change upon receipt and review of approval drawings. Quotes are valid for 60 Days unless otherwise specified. Applicable taxes are not included. Unless otherwise agreed upon, all prices are firm for delivery within six months of receipt of order at LucaLight. LucaLight reserves the right to review and adjust pricing as necessary to reflect increased costs of goods on Hold Orders older than six months.

### **ORDERS**

All purchase orders are subject to acceptance and acknowledgement by LucaLight. We will rely on customer's orders as being accurate and complete in every detail, as well as authorized and endorsed. All orders must be placed on and confirmed on the customer's order form. Upon the acceptance of any order, we will not be responsible for conforming to any plans and specifications unless they accompany the original order and are accepted as such. All orders taken by the sales representative shall be subject to acceptance by LucaLight. Specifications either contained in any LucaLight catalog, promotional literature or special application drawings are subject to change without notice and without liability to LucaLight. LucaLight reserves the right at all times to reject any order, whether because of the unsatisfactory credit rating of the customer, or for any reason whatsoever. No custom or modified orders may be cancelled after the release of the order. Minimum billing is \$2000.00 per order.

### **TERMS**

50% production deposit accompanying signed purchase order to start production. Balance due at release to shipper.

### **DESIGN CHANGES**

LucaLight reserves the right to change product design, and/or catalog information without prior notification.

### **FREIGHT**

All Shipments are F.O.B. Seattle factory, with freight allowed on invoices over \$5000.00 to all major centers in North America (except Alaska, Hawaii, and some areas of Canada) for one shipment only. Partial shipments or orders under \$5,000.00 are subject to freight charges. LucaLight reserves the right to route all shipments on prepaid freight shipments. Shipments will be made via express, air, or any other manner requested, when the customer assumes the freight costs over and above the least expensive routing selected by LucaLight. Authorization in writing is required from the customer. The scheduled delivery from LucaLight is the best approximation of the expected shipping date, but is not a guaranteed shipping date. LucaLight shall not be responsible for any direct or indirect damage or loss resulting from delay in shipping. Time of delivery is not the essence of this agreement. All claims for loss or damage during shipment must be made by consignee against carrier.

## **RETURNS**

LucaLight fixtures are all custom built per order and are non-returnable. Returns due to defective products must be returned for testing, with written consent from LucaLight.

## **CLAIMS**

Title of ownership transfers to purchaser upon delivery to the transportation company. The transportation company assumes responsibility when shipment is picked up at factory dock. Inspect goods upon arrival. All claims for shortages or damages during transportation are to be made against the delivering carrier. All other claims, including missing components, must be submitted to LucaLight within 15 days of receipt of shipment.

## **WARRANTY**

LucaLight products are all inspected and functionally tested before shipping, and are warranted to be free of material and workmanship defects for a period of five years from date of final invoice. Claims must be submitted in writing to the factory. LucaLight will not accept charges for any labor, repair cost or transportation charges without expressed, prior written authorization. The responsibility of LucaLight for any defective materials is limited solely to the replacement or repair of material, and does not include any incidental or consequential damages which may be incurred. No warranty, expressed or implied exists other than described above. No person, agent or distributor has authority to give any other warranty on behalf of LucaLight. Drivers supplied in LucaLight fixtures are those of recognized responsible manufacturers. Claims for defective drivers should be made directly to the appropriate manufacturer through their local service center or field representative. LucaLight will not accept any labor charges for replacement of defective drivers. A copy of the O.E.M. standard replacement program is available upon request.