

## Terms & Conditions

**GENERAL CONDITIONS:** All quotations, sales orders and provisions contained therein shall not be modified unless specifically agreed to, in writing, by Excelsior Lighting, Inc.

**TERMS OF SALE:** Customer accepts terms of billing based on invoicing issued by Excelsior Lighting, Inc. Standard invoice terms are Net 30 days. Prices do not include shipping & handling or any federal, state or local taxes. All orders are subject to approval by our credit department. Due to fluctuating metals prices, published prices are subject to change. All past due invoices are subject to interest charges at the highest rate allowed by law. Customer agrees to pay all attorney's fees, court costs and other collection costs associated with collection proceeding for unpaid invoices. The terms of this agreement shall be governed by California law.

**SHIPPING DATES:** Shipping dates are estimated based on availability of materials at the time the order is placed. No guarantee of shipping dates. The estimated shipping date is subject to change based on changes by customer for any standard, custom or modified product orders.

**FREIGHT TERMS:** Shipping & handling charges are prepaid and added to the invoice. Shipping & handling will be allowed on any invoice totaling \$2,500.00 or more in product or on any partial release totaling \$2,500.00 or more in product shipped via carrier selected by Excelsior Lighting and within the continental U.S. Any partial shipments or special shipping methods required will be made at the direction of the customer, provided the customer pays the excess freight charges. Customers pay shipments. Freight allowed policy does not apply to discounted orders.

**DAMAGE OR LOSS:** All risk of damage or loss shall transfer to the customer upon transfer of goods to the freight carrier. Any and all freight claims for damage or loss must be initiated by the customer to the carrier. Damage or loss by the carrier does not release the customer of his obligation to pay the invoice in full.

**SPECIFICATIONS:** Product prices and specifications are subject to change without notice. All quotations will be honored for a period of one hundred twenty (120) days from the date of issue. All fixtures will be manufactured to specification unless noted on the quotation. All custom or modified fixtures must be approved and authorized by customer's signature prior to being manufactured.

**LIABILITY:** The seller assumes no responsibility for loss or damage for delay in delivery due to accidents, fire, strikes, weather, carrier delays, riots, acts of war or civil or military actions by authorities.

**CANCELLATIONS:** Unless agreed to in writing by seller, all cancelled order are subject to a cancellation charge of \$25.00.

**RETURNS:** A 50% deposit is required for all custom or modified fixtures including custom finishes or custom paint. Custom or modified fixtures are not returnable. All products to be returned require a Returned Materials Authorization (RMA). Returned goods must be returned in their original shipping carton to insure that they arrive undamaged. Any damaged materials are not returnable. In the event that the products are returned damaged, Excelsior Lighting, Inc. reserves the right to rescind the RMA and refuse the damaged products or repair them at the customer's expense. Contact Excelsior Lighting, Inc. regarding terms and policies for RMA.

**CLAIMS:** Claims for shortages of materials ordered must be presented in writing to Excelsior Lighting, Inc. within thirty (30) days of the receipt of goods. Failure to submit a claim within such thirty (30) days constitutes acceptance of merchandise as shipped.

**WARRANTY:** All products manufactured and sold by Excelsior Lighting, Inc. are warranted to be free of defects in material and workmanship for a period of ten (10) years for aluminum components and twenty-five (25) years for brass, bronze or stainless steel components from the date of invoice. Except as expressly provided herein, all warranties expressed or implied, included any implied warranty of merchantability or fitness for a particular purpose, or use, are hereby excluded and disclaimed. The buyer assumes all risk and liability resulting from use of products purchased. Any warranty claim must be made in writing within the applicable warranty period and postmarked within 30 days after the discovery of the defect. Powder coat finishes are not guaranteed to be colorfast. Brass, bronze and stainless steel finishes are not warranted. Warranty does not include any installation or transportation costs, which must be borne by the purchaser. All component parts such as lamps, transformers and ballasts carry the warranty on such parts as provided by their manufacturer. Address all warranty claims to: