



Warranty

C. W. Cole & Company, Inc., 2560 N. Rosemead Blvd., South El Monte, CA 91733, warrants to the purchaser that its products will be free from defects in material and workmanship and will be of the designated kind and quality for a period of five (5) years from the date of manufacture by C. W. Cole & Company, Inc. **NO IMPLIED STATUTORY WARRANTY OR IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED FIVE (5) YEAR PERIOD.** The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise, are herein expressed.

Exception: Light Emitting Diode (LED) products are included in this warranty for a period of five years, with related drivers abiding by their respective manufacturer's warranty.

This warranty is not applicable to any product manufactured by C. W. Cole & Company, Inc. which is not installed and operated in accordance with:

- The National Electrical Code (NEC)
- The Standards for Safety of Underwriters Laboratories, Inc. (UL)
- The standards of the American National Standards Institute (ANSI)
- The specific instructions provided by C. W. Cole & Company, Inc.

If it appears within five (5) years from the date of manufacture by C. W. Cole & Company, Inc. that any product does not meet the warranty specified above, the purchaser must notify C. W. Cole & Company, Inc. of its warranty claim in writing by United States Mail. Within 60 days of receipt, C. W. Cole & Company, Inc. shall correct any defects at C. W. Cole & Company, Inc. expense and at C. W. Cole & Company, Inc. option said correction of defects shall be made either by (1) repairing any defective part or parts by making available a repaired part or product, or (2) replacing any defective part or parts by making available a replacement part or product.

LIMITATIONS OF LIABILITY (a) SELLER WILL NOT UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, including, but not limited to, loss of profits, revenues, or capital, cost of substitute products, facilities or services, downtime cost, or claim of Buyer's customers. (b) SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE OF THE SPECIFIC ORDER OR SHIPMENT WHICH GIVES RISE TO THE CLAIM.

Terms and Conditions of Sale

ORDER ACCEPTANCE

Purchasers may consider their orders accepted by COLE unless otherwise notified within two weeks of receipt. COLE reserves the right to select its own customers and to reject any order.

PRICES

All orders are subject to effective prices and terms of sale in effect on date of order entry, unless otherwise authorized and specified in writing by COLE. Quotations are valid for delivery within six months of date of quotation unless otherwise specified. A minimum charge of \$35.00 shall apply on all credit sales.

TAXES

Prices do not include any federal, state, or local taxes.

TERMS OF PAYMENT

Net 30 days on approved credit only. A finance charge of 1½% per month will be assessed on past due invoices. Any account submitted for collection is subject to reasonable attorney fees and costs.

FREIGHT

Transportation costs will be pre-paid and billed F.O.B. South El Monte, California, unless specifically quoted otherwise. Refused shipments are considered the property of the consignee and will be deemed so until credit or reshipment is negotiated. Cost of reshipment will be added the invoice.

CANCELLATIONS

Any order for standard, stock items may be terminated by the purchaser prior to shipment, and normally without cancellation charges. Custom orders are not cancelable except on payment for all costs incurred, engineering work performed, any materials purchased, or commitments made on the part of COLE. A reasonable markup will be applied to these costs in proportion to the total value of the order. COLE reserves the right to assess a minimum cancellation charge equal to 25% of the original purchase price placed by the customer for custom products.

RETURNS

All requests to return items for credit must include a list of material and the COLE work order number. Credit is subject to COLE's evaluation of resaleable condition. A restocking charge will be made as follows:

- Standard stock items: 35%
- Standard non-stock items: Inquire
- Custom-built items N/A

Products returned for defects in manufacture or errors in shipments will be accepted at full credit. No products are to be returned without a return authorization (RGA). Authorization will not be given to return goods more than six months following shipment.



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