

Indatech Lighting Terms and Conditions of Sale

Payment Terms

1. All invoices are payable in Net 30 days.
2. Invoices payable must be on a maintained basis or shipments may be withheld until the account is current.
3. Credit card payments are accepted. For invoices over \$1,000.00, distributor will be responsible for the 3.5% credit card processing fee.

Pricing

1. All prices are in accordance with the current established price schedule set by Indatech Lighting. Prices are subject to change without notice.
2. Quotations will be issued upon request and must be in writing from Indatech Lighting for pricing to be valid.
3. All quotations expire 60 calendar days from the date of issue. Indatech Lighting may terminate any quotation with written notice within that period.

Ship Dates

1. Indatech Lighting shall not be liable in any way for any default or delay in shipping due to contingencies beyond the control of Indatech Lighting or its suppliers.
2. In the event of a delayed shipping date, Indatech Lighting will not be responsible for additional costs related to delivery changes.

Freight

1. All shipments are F.O.B. point of origin.
2. Any shipment to a single point within the continental U.S.A. with an invoice amount of \$2,500 or more will be freight prepaid and allowed.
3. All materials will be shipped by the method and carrier Indatech Lighting selects. A customer's request for a specific carrier and/or delivery method may void the freight allowance and costs will be passed on to the distributor.
4. Title to goods passes to the customer and Indatech Lighting's responsibility for safe delivery ceases when equipment is accepted in good order by the carrier.
5. Shipping weights provided in Indatech Lighting's catalog are as close to actual as practicable, but are not guaranteed. No claims will be allowed of any discrepancy between actual weights of material shipped.

Warranty

1. In the event that any lighting fixture manufactured by Indatech Lighting is defective on account of workmanship or material, Indatech Lighting agrees for a period of one (1) year from the date of shipment, at its option, to repair or replace the product. Indatech Lighting reserves the right to inspect the product for claimed defect. This warranty does not obligate the company to bear any transportation charges in connection with the repair or replacement of any defective product. The warranty does not apply to products that were not installed properly.

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2. Lamps and lamp holders will carry a (90) ninety day warranty. If discontinued, Indatech Lighting will make a good-faith effort to warranty with a comparable product. This warranty does not cover failure due to freight damage or any other abuse that the fixture may incur.
3. LED strips & drivers will carry a (5) five year warranty. If discontinued, Indatech Lighting will make a good-faith effort to warranty with a comparable product. This warranty does not cover failure due to freight damage or any other abuse that the fixture may incur.
4. Indatech Lighting will not pay any labor costs associated with either the repair and/or installation of replacement fixtures without prior written notice and approval.

Cancellations

1. Orders are not subject to cancellation or change in specifications, shipping schedules or other conditions originally agreed upon without Indatech Lighting's written consent.
2. Orders for products that are special order or non-catalog items are not eligible for cancellation.
3. Order cancellations will be subject to any expenses incurred by Indatech Lighting. These expenses include, but are not limited to, engineering costs, parts and/or production time. These expenses will be the sole responsibility of the purchaser.

Returns

1. All returns require prior written approval from Indatech Lighting.
2. All returns must be requested within 90 days from the date of shipment.
3. A minimum of 25% restocking charges plus transportation costs will be applied to any credit.
4. Material returned must be in new condition when received at the factory to be eligible for a credit.
5. Custom products, discontinued items or modified standard products are not subject to return.
6. Upon receipt and inspection of returned material, a credit on account will be issued. Indatech Lighting will not issue a refund check.

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