

General Terms and Conditions:

DEFINITION:

The term "SLI, Inc." or **Specialty Lighting Industries, Inc.**, as used in this catalog, shall mean **Specialty Lighting Industries, Inc.**

TERMS AND CONDITIONS OF SALE:

No quotation, order or acknowledgement, and no provisions of these terms and conditions of sale shall be changed in any respect except as specifically agreed to in writing and signed by an officer of Specialty Lighting Industries, Inc. No statement, representation or warranty not contained herein shall be binding on **Specialty Lighting Industries, Inc.** unless made in writing and signed by an authorized officer of **Specialty Lighting Industries, Inc.** Unless other arrangements have been authorized by our New Jersey headquarters in writing, all orders require a **50% DEPOSIT** to accompany the purchase order with balance due, paid before shipment. **Payments must be made directly to Specialty Lighting Industries, Inc.** Payments made otherwise are unauthorized, as there are no other parties authorized to collect money for **Specialty Lighting Industries, Inc.** and thus payments made to other parties or entities are made at purchaser's own risk. **ONCE THE ORDER HAS BEGUN IN PRODUCTION, IT CANNOT BE CANCELLED.**

PRICES:

Price quotations can be obtained from our New Jersey headquarters or from authorized **Specialty Lighting Industries, Inc.** representatives. Quotations are firm for 30 days, and otherwise, are subject to change without notice. Prices do not include freight or any federal, state or local taxes of any nature. All prices are for fixtures and do not include lamps, power supplies, shipping costs, or crating, unless specifically indicated in the purchase order or in this catalog. Orders placed on "Hold for Release", which are not released with a shipment date within 90 days of the date of receipt by **Specialty Lighting Industries, Inc.** may be subject to a price increase. Invoicing will be at prices prevalent at the time of shipping. Hold orders will not be entered for production until seller receives written release at **Specialty Lighting Industries, Inc.** **Specialty Lighting Industries, Inc.** will delay completed orders for a maximum of 14 days before a storage fee will be assessed.

MINIMUM ORDERS:

Orders for less than \$1,000.00 net value, will be subject to a minimum billing of \$1,000.00.

ORDERING INSTRUCTIONS AND ACCEPTANCE OF ORDERS:

All orders must be accompanied by a signed purchase order or letter and are subject to acceptance by **Specialty Lighting Industries, Inc.** No order placed shall be considered as accepted until officially acknowledged in writing by **Specialty Lighting Industries, Inc.** The terms stated on this page and **Specialty Lighting Industries, Inc.**'s confirmation and invoice shall constitute the entire sales agreement between the parties and any contrary or additional terms by the purchaser shall be deemed of no effect. Seller's receipt and acceptance of any customer order signifies acceptance of all **Specialty Lighting Industries, Inc.** policies, terms, and conditions. Finishes, mountings, mounting heights and lamping are standard as listed, but can be modified as agreed by **Specialty Lighting Industries, Inc.** **Specialty Lighting Industries, Inc.** assumes responsibility for quoted prices only; quantities must be verified with contractor before ordering.

FREIGHT:

Freight is never allowed. All orders are shipped freight collect unless arrangements have been made for third party freight billing, on buyers purchase order. Most orders are shipped complete, in one shipment. Sometimes it is necessary, however, to ship partial orders. When this is necessary or when partial release is requested by the customer, separate freight charges will result. All goods are shipped FOB our factory at the purchaser's risk. Our responsibility for safe delivery ceases when the goods have been turned over in good condition to the transportation company. Shipments should be inspected immediately upon receipt for loss, shortage or damage in transit, and claims entered at once with the carrier. Damage in transit or disputes with carriers regarding damaged product does not relieve buyer's obligation to timely pay the full amount of **Specialty Lighting Industries, Inc.**'s invoice. Title to the goods described herein shall remain with **Specialty Lighting Industries, Inc.** until paid for in full by purchaser; however, risk of loss shall vest in the purchaser at the time of delivery of products to the carrier at shipping point.

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INDUSTRIES, INC. ©2004**

1306 DORIS AVENUE OCEAN, NJ 07712 800.462.7812 732.517.0800 FAX 732.517.0971 www.specialtylightingindustries.com

These specifications subject to change without notice.

General Terms and Conditions:

(continued)

SHIPPING DATES:

Average shipping time is 6 to 8 weeks after receipt of order; however, this can vary. Consult factory for shipping time for specific orders. Our estimated shipping dates are our best approximation of a probable shipping date and shall not be deemed to present a fixed or guaranteed date. **Specialty Lighting Industries, Inc.** shall not be responsible for any damages, penalties, or labor chargebacks resulting from delayed shipments or from its inability to ship by the estimated shipping date.

CONSEQUENTIAL DAMAGE:

Specialty Lighting Industries, Inc. shall not be liable for any consequential, contingent, or incidental damages whatsoever. **Specialty Lighting Industries, Inc.** is not liable for damages of any kind resulting from any delay or failure to deliver or perform due to strikes, lockouts or other labor difficulties, or failure due to delay of sources of supply, transportation difficulties, accidents, fires, acts of God, or any other causes of like or unlike nature beyond **Specialty Lighting Industries, Inc.**'s control.

INSPECTION, INSTALLATION AND LIMITED WARRANTY:

All our equipment is UL, ETL or CE approved and manufactured with UL, ETL or CE approved components. All fixtures shown in this catalog conform to all applicable UL standards at the time of printing and bear a UL label. **Specialty Lighting Industries, Inc.** reserves the right to change or improve the design or components of any of its products due to parts availability or changes in UL standards, without assuming any obligation to modify any product previously manufactured, and without notice. All equipment is tested and inspected before shipment.

All ballast and transformer warranties are carried by their respective manufacturers with typical industry standard warranty periods of three years for ballasts and electronic transformers, and five years for toroidal transformers. There is no warranty on lenses.

Buyer must inspect goods for any defects within 10 days of receipt of merchandise. No claims will be accepted after 10 days. All fixtures must be installed and inspected by a licensed electrician or **Specialty Lighting Industries, Inc.** will have no further liability for damage to goods, persons, or personal property. Electrician is responsible to notify us if any electrical or structural part has been materially altered in transport, and to correct them prior to installation. **Specialty Lighting Industries, Inc.** warrants its products to be free from defects in material and workmanship for two years from date of purchase. This warranty is limited to the correction of any such defect or the replacement of the defective item if: **Specialty Lighting Industries, Inc.** is properly notified and consents to the return of the item in question, if the item is returned FOB Factory Freight prepaid with proof of purchase date, and if it is found upon inspection by **Specialty Lighting Industries, Inc.** that the item is defective.

This warranty does not cover labor, shipping or installation costs, and specifically excludes any product that has suffered from misuse, negligence or accident, has been used in a manner contrary to accepted normal use or to seller's printed instructions, if any, or been improperly installed, overloaded, altered, tampered with, or otherwise abused or in which any parts, including glass, have been reworked, repaired, or replaced outside of seller's factory. This warranty specifically excludes finishes due to the unsuitability of many cleaning agents. There are no other expressed warranties including any warranty of merchantability or fitness for particular purpose. **Specialty Lighting Industries, Inc.** shall not be liable for consequential damages or cost of removal and reinstallation of its products. This warranty is limited to the original purchaser and its term commences on the date of shipment. Other than the described obligations, **Specialty Lighting Industries, Inc.** assumes no further liability with respect to the sale or use of its products. **SPECIALTY LIGHTING INDUSTRY, INC.'S ONLY OBLIGATION IS TO REPAIR OR REPLACE DEFECTIVE PRODUCTS. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY.** Seller neither assumes nor authorizes any person to assume for it, any other obligation in connection with the sale of the products.

RETURNS AND CANCELLATION OF ORDERS:

All merchandise is made to order, and therefore, we cannot accept returns or cancellations of orders. When merchandise is placed with the carrier, buyer is responsible for full amount of the invoice. If the buyer, after acceptance of an order by **Specialty Lighting Industries, Inc.**, desires to cancel the order, and **Specialty Lighting Industries, Inc.** accepts such cancellation in writing, the cancellation charges shall be 50% of the total price of the order, or, if greater, the actual costs incurred by **Specialty Lighting Industries, Inc.**, with respect to the order as of the time of cancellation.



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