

Lighting Your Way



Terms & Conditions

ORDER ACCEPTANCE: All orders are subject to credit approval and acceptance by the factory. A service charge of \$25.00 will be added to orders of less than \$100.00. A completed credit application is required for all new accounts.

PAYMENT TERMS: Net 30. Payment of each invoice is due within 30 days of the invoice date. Any balance unpaid at such time, will be subject to interest charges, at the rate of 1-1/2% per month (APR 18%). No new orders will be shipped when past due invoices have not been paid. Purchaser also agrees to pay any costs incurred by Luraline in enforcing these terms, including court costs and reasonable attorney's fees. Unearned deductions will be charged back.

FREIGHT TERMS: Unless otherwise requested in writing prior to shipping, all orders will be shipped FREIGHT COLLECT, F.O.B. Opa Locka, Florida. FULL FREIGHT-ALLOWED on single shipments of \$2,500.00 or more (distributor net) to one coastal U.S. destination, provided that the invoice is paid within terms. On "freight allowed" shipments, freight charges will be PRE-PAID. Unearned freight deductions will be charged back. Partial release on any order will be treated as separate orders for freight allowance purposes. Luraline reserves the right to select the carrier on all shipments. Buyer's choice of carrier will be considered only if buyer agrees in writing, to pay any additional transportation charges incurred.

UPS: Due to danger of breakage, certain items cannot be shipped via U.P.S. (or Parcel Post). Charges for all U.P.S. shipments will be PREPAID & ADDED to the invoice.

CLAIMS FOR LOSS OR DAMAGE: Title to all merchandise passes to the purchaser upon execution of the Bill of Lading or tender of freight to carrier's agent or purchaser's agent, whichever shall first occur. ALL CLAIMS FOR DAMAGE OR LOSS IN TRANSIT MUST BE MADE BY THE CONSIGNEE, DIRECTLY TO THE CARRIER, NOT LURALINE. All shipments travel at purchaser's risk. IT IS THE CONSIGNEE'S RESPONSIBILITY TO INSPECT ALL GOODS IMMEDIATELY UPON RECEIPT. If there is any visible damage to the cartons, details should be documented on the carriers bill of lading, Take photos if possible. DO NOT REFUSE TO ACCEPT DELIVERY OF THE SHIPMENT. Upon the discovery of any hidden damage, carrier should be notified immediately and an inspection requested. (Take photos if possible.) DO NOT DISCARD THE GOODS OR THE PACKING MATERIAL UNTIL THE CARRIER HAS HAD AN OPPORTUNITY TO INSPECT THEM AND PREPARE AN INSPECTION REPORT. Luraline is more than willing to assist in any way that we can in the processing of a claim for loss or damage. Should you require assistance, please do not hesitate to call our customer service department or email customer-service@luraline.com.

QUOTATIONS: Prices quoted for job quantities or non-inventoried items are firm for 60 days only, unless otherwise specified in writing. Luraline accepts no responsibility for the acceptance or approval of any merchandise quoted in lieu of another manufacturer's products.

SAMPLES: All requests for samples require a Purchase Order to be processed. Samples of standard items may be returned for full credit, ONLY IF received by the factory within 45 days of the original invoice date. After 45 days, restocking charges will be applied. NO RETURNS WILL BE ACCEPTED WITHOUT "RGA" NUMBER (See RETURNS). A 50% deposit must accompany sample orders for NON-INVENTORIED ITEMS and MAY NOT BE CANCELLED OR RETURNED (See Custom).

CUSTOM SAMPLES: Please note that samples for custom items are non-returnable and usually cannot be produced at job quantity pricing. Please consult factory for special quotes on custom samples.

CUSTOM: 50% deposit will be required on all orders for non-standard merchandise. Balances due will be payable C.O.D. unless approved for open account by our credit department prior to the shipping date. ORDERS FOR SPECIAL, MODIFIED OR CUSTOM MERCHANDISE MAY NOT BE CANCELLED OR RETURNED. Orders for custom products are accepted on a one-time build basis. Luraline is not committed to manufacture additional special component parts.

DISCONTINUED / CLOSEOUT / LEGACY ITEMS: All fixtures previously cataloged, but not appearing on our website, are discontinued. In some cases, limited "closeout" inventory exists, or tooling has been retained. These fixtures will be quoted, if economically feasible. DISCONTINUED, CLOSEOUT OR LEGACY ITEMS MAY NOT BE CANCELLED OR RETURNED.

DATE WANTED: The requested ship date indicated on any order DOES NOT represent a fixed or guaranteed shipping date. If you have CRITICAL SHIP DATE or SPECIFIC "ON-SITE" requirements, please contact us at 800-940-6588 or status@luraline.com. EVERY EFFORT will be made to accommodate your request. PLEASE DO NOT ISSUE CANCELLATIONS WITHOUT FIRST TALKING TO YOUR LURALINE CUSTOMER SERVICE TEAM. Please note that Luraline shall not be responsible for any penalties, air freight or labor charges resulting from our inability to ship by a specified date.

CANCELLATIONS: Cancellations of orders will be accepted, only if made in writing and received prior to shipment of order. Any cost incurred due to work performed or material ordered relating to the cancelled merchandise will be charged to the customer. We reserve the right to assess a cancellation charge of up to 35% when an order is cancelled, or 50% if it has been processed for shipment. ORDERS FOR SPECIAL, MODIFIED, NON-INVENTORY OR CUSTOM MERCHANDISE MAY NOT BE CANCELLED.

RETURNS: UNDER NO CIRCUMSTANCES MAY MERCHANDISE BE RETURNED WITHOUT PRIOR WRITTEN RETURNED GOODS AUTHORIZATION (RGA). RGA is issued solely at the discretion of Luraline Lighting and must be requested in writing within 60 days of the original invoice (shipping) date. If authorization for return is granted, a restocking charge of up to 50%, plus the full amount of the original freight allowance (if any), will be assessed. All returns must be shipped freight prepaid to Luraline within 30 days of the RGA date and all packages must be clearly marked with the RGA number, or be subject to refusal. Credit will be allowed only for the actual quantity received, in good condition, by Luraline. Unsalable and damaged merchandise will be credited at salvage value or less cost for repairs. SPECIAL-ORDER, MODIFIED, CUSTOM, DISCONTINUED, and NOT NORMALLY STOCKED ITEMS ARE NOT RETURNABLE and are NON-CANCELABLE.

PRODUCT WARRANTY: Luraline products are warranted to be free of defects in workmanship and materials for a period of one year from the date of invoice. (Three years on LED drivers and arrays). Luraline reserves the right to issue credit, repair, or

replace the defective merchandise, at our option, upon notification and confirmation of the defect. Luraline also reserves the right to examine the defective product, if the alleged defect is questionable. This limited warranty is in lieu of all warranties, expressed or implied. **IN NO EVENT SHALL LURALINE BE LIABLE FOR LABOR OR FREIGHT CHARGED IN CONNECTION WITH THE INSTALLATION, REMOVAL, OR REPLACEMENT OF WARRANTED PRODUCTS,** or for any indirect or consequential damages. Luraline further reserves the right to deny the warranty herein for any product altered, improperly installed, or installed in applications for which it was not intended.

LIMITATION OF LIABILITY: Except for the obligations accepted under the above Product Warranty, Luraline will not be liable for any loss, damage, cost or repairs, incidental or consequential damages of any kind, negligence, or strict liability arising in connection with the design, manufacture, sale, use or repair of the products, or, of the engineering design supplied the buyer. Without limiting the generality of the foregoing, Luraline's liability to the buyer will in no event exceed the purchase price of the products to which the claim relates.

INDEMNITY AND WAIVER OF SUBROGATION: Buyer agrees to indemnify and hold Luraline harmless with respect to any third party claims for personal injury (or death), property damage or other loss which claims are based upon defective or allegedly defective design, material or workmanship furnished by Luraline. Buyer represents that any liability insurance policies which buyer may have provided, that subrogation rights against supplier such as Luraline are waived.

MISCELLANEOUS: All electrical components are U.L. listed or U.L. recognized. Fixtures bear applicable U.L. or N.R.T.L. labels. We reserve the right to modify fixture design, construction, and/or wattage, in order to improve the fixture, or due to shortages of materials or revisions to the U.L. standard or Government regulations. All Medium Base and GU24 Base fixtures supplied without lamps. Dedicated Fluorescent, H.I.D. and LED fixtures are supplied with lamps, unless otherwise indicated.

Prices and terms are subject to change without notice.