

TERMS AND CONDITIONS OF SALE

10-2012

ACCEPTANCE OF ORDERS AND QUOTATIONS

All quotations and orders are subject to acceptance by Los Angeles Lighting Manufacturing Co. at El Monte, California. The filling of accepted orders is contingent upon strikes, fires, or other causes beyond the reasonable control of the Company. Accepted orders can be cancelled or changed only on such terms or conditions as in the reasonable judgment of the Company protect it against any loss or expense.

CHANGES IN PRICE

All quoted prices and published price schedules are subject to change without notice. All orders will be billed at the prices in effect at the time of shipment. Quotations based on these prices may be withdrawn at any time before order is accepted, unless quotation specifically stipulates otherwise.

MINIMUM BILLING

No orders will be billed at less than \$100.00 net. Prices do not include lamps unless otherwise specified.

FREIGHT

All shipments are FOB El Monte factory. All weights are approximate and for estimating only. On shipments where freight charges are allowed, L.A. Lighting will use its own discretion in routing. Shipments where freight is not allowed will go freight collect or third-party billing by the common carrier.

Unless specifically quoted otherwise, freight will be prepaid and allowed on shipments of distributor net invoice of \$1,500 for Southern California. For all other destinations consult factory. Products may be combined on an order going to a single destination to qualify for freight allowance.

CLAIMS FOR DAMAGES OR LOSS IN TRANSPORTATION

All shipments are made F.O.B. our factory El Monte, Calif. Title to the goods passes to the purchaser on delivery to the common carrier at El Monte, California. Immediately after receipt of shipment, the consignee should file with the transportation company any claim for loss or damage in transit. No claim for shortage of material will be considered by L.A. Lighting unless the claim is reported to L.A. Lighting within 10 days from receipt of shipment at the destination.

RETURNED MERCHANDISE

All requests for "RETURNED GOODS" must be processed through your L.A. Lighting Sales Representative and a "RETURNED GOODS AUTHORIZATION" notice issued from the factory in writing. The final determination as to whether goods are returnable is solely at the discretion of L.A. Lighting Mfg. Co.

LIMITED WARRANTY

All fixtures manufactured by Los Angeles Lighting Mfg. Co. have a two (2) year warranty against mechanical defects. This warranty does not include fixtures damaged by mishandling or misapplication. Lighting parts and electrical components not manufactured by L.A. Lighting are subject to the listed warranties of the applicable manufacturer, and Los Angeles Lighting Mfg. Co. hereby waives any implied or expressed responsibility for implementation of these warranties. Upon written notification, L.A. Lighting will replace or repair any mechanical defect within a reasonable period of time. We will not be responsible for lamps or any labor not authorized in writing by Los Angeles Lighting.

LED T8 INTERNAL DRIVER LIGHT TUBE:

Los Angeles Lighting does not supply LED T8 internal driver light tubes with the luminaires, claims of defective light tube in warrantee should be made to the light tube manufacture at their local service center. L.A. Lighting is not responsible for any costs or expenses including without limitation any labor charges for light tube replacement. Costs associated with the replacement of light tubes are the responsibility of and must be authorized by the light tube manufacturer.

PAYMENT TERMS

Net 30 days.

GENERAL CONDITIONS

Possession of the Los Angeles Lighting Manufacturing Co. catalogue or price sheet does not constitute in itself an offer to sell. L.A. Lighting representatives, agents and distributors have no authority to change these terms of sale. Every attempt to correctly represent our products has been made in the publishing of our catalog and price sheets. L.A. Lighting does not assume responsibility for errors or omissions, nor is any warranty implied. Any questions regarding dimensions, or other critical specifications should be verified with the factory. All units are priced and shipped less lamps unless otherwise quoted.

ENTIRE AGREEMENT

The terms and conditions as stated herein shall constitute the entire sales agreement between L.A. Lighting and the purchaser. Any additional terms and conditions submitted other than description of the product, quantities, shipping dates or shipping location contained in the purchaser's purchase order are hereby rejected. Submission of a purchase order shall indicate acknowledgement and agreement of these terms and condition of sale.



LOS ANGELES LIGHTING MFG.CO

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