

# TERMS AND CONDITIONS OF SALE

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## ACCEPTANCE OF PURCHASE ORDERS

All purchase orders are subject to acceptance by Los Angeles Lighting Manufacturing Co. (henceforth referred to as "L.A. Lighting" or "the Company"). Order acceptance may be held subject to review of payment history and/or credit terms.

Accepted orders can be canceled or changed by L.A. Lighting when in the Company's reasonable judgment doing so will protect it against loss or expense from unforeseen component issues, market conditions, misquotes, or other factors that occur after the acceptance of such orders.

No order may be canceled by the customer, in whole or in part, without prior written consent of L.A. Lighting. If L.A. Lighting consents to order cancellation it may, at the Company's discretion, assess charges to cover any damages incurred.

Orders, quotations, delivery dates, or other promises or agreements made between a Manufacturer's Representative and a customer or other entity without written approval by L.A. Lighting shall be considered voidable and not enforceable against L.A. Lighting.

## 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 order acceptance, unless otherwise stated. Quotations based on these prices may be withdrawn at any time before order is accepted, unless quotation specifically stipulates otherwise.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 accepted at less than \$100.00 net.

## SALES TAX

California customers will be charged applicable sales tax unless they provide a valid California seller's permit, California Certificate of Registration Use Tax, or California tax exempt certificate. For more information, please see <https://www.cdtfa.ca.gov/taxes-and-fees/sutprograms.htm>.

## FREIGHT

All shipments are FOB El Monte Factory. All weights are approximate and for estimating only. On freight-allowed shipments, L.A. Lighting will use its own discretion in routing. Shipments on which freight is not allowed will be shipped either freight collect, third-party billing by the common carrier, or pre-paid and charged by L.A. Lighting. Shipments sent via parcel carrier will be subject to an additional \$50 fee.

## CLAIMS FOR DAMAGES OR LOSS IN TRANSPORTATION

All shipments are made FOB EL Monte Factory. Title to the goods passes to the purchaser on delivery to the common carrier at El Monte, California. Upon receipt of shipment, the consignee must note obvious physical damage to the shipment on the bill of lading, and 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 an official L.A. Lighting Sales Representative and a "RETURNED GOODS AUTHORIZATION" notice issued from the factory in writing. Minimum restocking charge is 25% or \$50.00, whichever is greater. Non-stock items are not returnable. Request for merchandise Return Goods Authorization (RGA) must be made in writing within 60 days of shipment, and the merchandise received at L.A. Lighting within 30 days of the return authorization. The customer is responsible for the cost of the return shipment, and the goods must arrive in suitable condition to be re-stocked. The final determination as to whether goods are returnable is solely at the discretion of L.A. Lighting.



**LOS ANGELES LIGHTING MFG.CO**

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## LIMITED WARRANTY

All luminaires manufactured by L.A. Lighting have a five (5) 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 the Company 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. L.A. Lighting will not be responsible for any labor not authorized in writing by the Company. For full details of the Limited Warranty, visit the L.A. Lighting website.

## INVOICES AND PAYMENT TERMS

All invoices are Net 30 days. Invoices will be issued upon shipment of completed order. Past due invoices are subject to an additional 1.5% fee per month. Hold-for-release orders and other orders on which the customer requests delayed shipping will be invoiced at L.A. Lighting's discretion upon completion of manufacturing. L.A. Lighting will determine where and for how long the product will be stored before shipping, and may assess additional associated charges.

## GENERAL CONDITIONS

Possession of the Los Angeles Lighting Manufacturing Co. catalog 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. Fluorescent and LED Tube-ready products 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 the customer's acknowledgment and agreement of these terms and conditions of sale. L.A. Lighting reserves the right to modify the Terms and Conditions at any time without prior notice.