

# U.L. WHOLESALE LIGHTING FIXTURES CORP.

4-05 26<sup>th</sup> Avenue  
Astoria, N.Y. 11102

## *Terms and Conditions of Sale*

### **Order Acceptance**

These Terms and Conditions of Sale shall apply to all orders by U.L. Wholesale Lighting Fixtures Corp. As used in these Terms and Conditions of Sale, "we", "our", "Seller" or "U.L. Corp." shall refer to U.L. Wholesale Lighting Fixtures Corp. U.L. Corp. shall not be bound by any terms or conditions, whether contained in purchaser's purchase order or otherwise, unless stated in these Terms and Conditions of Sale or expressly agreed by Seller in writing. All orders are subject to acceptance by U.L. Corp and are not binding upon U.L. Corp. until so accepted. All orders and/or releases must be received on customer's order form and include all details and/or other special request made by Buyer. U.L. Corp. will not be responsible for adherence to plans and specifications unless they accompany order and are accepted as such. Submittal cuts for approval on standard catalog items as well as drawings of custom and/or modified versions of standard units will not be released until signed approval of submittal or written waiver of approval has been received by U.L. Corp. U.L. Corp. does not accept responsibility for any penalty clauses or back charges on project contracts. Orders received without a specific shipping date will not be processed for production unless a definite date is given, except if the requirement is for delivery as soon as possible. No shipments will be made unless all accounts due U.L. Corp. are current.

### **Standard Terms**

Net 30 days from date of invoice. Minimum order is \$100.00 USD, excluding replacement parts. Delinquencies are subject to an interest rate of 1½% per month and will be charged on any balance past due at month's end. A fee of \$30.00 will be applied to each returned check and/or re-deposited check. Should it be necessary for U.L. Corp. to institute formal collection proceedings to collect any past due amounts from customer, U.L. Corp. shall be entitled to recover its attorney's fees and other costs associated with the proceedings. U.L. Corp. reserves the right not to ship material to any customer not paying in accordance with our terms or who, in the sole opinion of U.L. Corp., may be unable to meet its payment obligations

### **Quotations**

Prices are firm for thirty (30) days unless otherwise specified. Possession of a quotation does not entitle one to purchase. All quotations are based on one complete shipment within 30 days of order processing unless specified otherwise in writing. All quotations on crossovers substituted by U.L. Corp. require specification sheets submitted to customer for written approval. U.L. Corp does not guarantee accuracy of equals provided. All equal part numbers provided are for reference only. U.L. Corp. assumes no responsibility for the improper selection or approval of its products.

### **Samples**

U.L. Corp. will gladly provide samples for customer's approval. Samples for approval will be billed at the price reflecting the number of samples requested; regardless if the samples are for a quotation of a larger quantity and/or a lesser price. Upon approval of the samples and the order for the quoted quantity is placed, credit will be issued for the difference in pricing between the sample and the quotation. Shipping, handling and packaging will not be credited.

### **Prices**

Prices are subject to change without notice unless indicated for a specific period pursuant to written quote issued by U.L. Corp. Prices are subject to renegotiation if any quantity, accessory, option or other condition is altered in any way from the original quotation. Prices do not include lamps, whips, mounting hardware or any other accessory unless otherwise specified. Prices are exclusive of federal, state, city, excise or similar taxes unless otherwise noted or appropriate tax exemption has been filed.

### **Freight Terms**

U.L. Corp. freight allowance is contingent on delivery destination and a minimum \$500.00 USD order. Orders under \$500.00 USD may be subject to handling fees and/or freight charges. U.L. Corp. reserves the rights to (a) refuse shipment to destinations outside the normal area serviced by U.L. Corp.'s truck (b) ship material via third party Carrier C.O.D. or prepay and charge the Buyer (c) allow the Buyer to select, and be billed directly from chosen carrier. Routing is at the discretion of U.L. Lighting. Shipments made by UPS or small package carrier will be subject to an additional charge per carton for special packaging. Partial shipments will be made at the direction of the customer, provided the customer pays excess freight.

### **Shipments**

U.L. Corps.' responsibility ends with delivery to the carrier. Claims for damage and/or shortage must be made by the consignee to the carrier within 10 days from the date of receipt of merchandise. In no event is U.L. Corp. liable for any discrepancies, damages or delays in delivery or performance or failure to deliver or perform when material is shipped via third party carrier. Where U.L. Corp. trucks deliver the merchandise, claims for hidden damage must be filed with U.L. Corp. in writing within 10 days of delivery. Claims involving shortages, errors or other discrepancies in material will not be considered unless noted on the delivery receipt and returned to U.L. Corp. in writing within 10 days of delivery. Customer assumes responsibility for immediate inspection upon delivery. All damaged merchandise must be held with original, intact packing material until inspection is completed. U.L. Corp. reserves the right to ship all orders in one complete shipment; however partial shipments may be made at our discretion unless previously specified otherwise. If any shipment, made in accordance with the customer's instructions is refused for whatever reason, the customer shall be responsible for payment of such merchandise as though such merchandise had been accepted at the time of delivery. Buyer shall also be responsible for any and all storage, handling and re-delivery charges resulting from the refused shipment.

### **Returned Merchandise**

No merchandise will be accepted for return without an RMA number or prior written authorization by U.L. Corp. RMA must be requested within thirty (30) days from date of original shipment and are valid for 30 days thereafter. Approved returns must be shipped prepaid and are subject to a minimum 20% restocking charge, less reconditioning and replacing costs if necessary to restore the material to saleable condition. All material being returned is subject to count, inspection and testing. All non-stock, special, custom-made, made-to-order, outdated or modified versions of stocking material are not returnable.

### **Delivery**

Shipping dates are approximate and based on conditions existing at the time of the customer's firm order and full information. U.L. Corp. will in good faith attempt to ship by the estimated shipping date but shall not be responsible for any delay, damage or penalty resulting from a missed or late delivery. All delivery dates are subject to change when affected by acts of God, fire, flood or any other act or event not within U.L. Corp's control. In the event of any such delay, the delivery will be deferred for a period of time equal to the delay. Under these, or any other circumstances, U.L. Corp. will not accept any penalty charges levied against it, or recognize the validity of penalty clauses incorporated into sales contracts, written or verbal.

### **Cancellations**

All cancellations must be received by U.L. Corp. in writing. Orders for stocked merchandise may be cancelled prior to shipping without charge. All other orders may not be cancelled unless U.L. Corp is reimbursed for work already performed, special material purchased and/or other fees, restocking charges or freight incurred by U.L. Corp. to return non-stocked material. If any order is cancelled after shipment, a 20% handling fee will be charged in addition to any other warehousing, delivery, return or applicable fees. Shipments refused at destination will also be subject to handling and/or redelivery charges.

### **Hold for Release and Hold for Shipment Orders**

Acknowledgement of "Hold for Release" orders will not be processed until delivery date is furnished in writing. Moreover, if an order is released prematurely, every effort will be made to expedite the order, provided the customer assumes any and all costs incurred. Additionally, U.L. Corp will not accept or be responsible for any penalty or late charges incurred as described under "Delivery" and "Shipments" for orders released prior to the specified delivery date. Completed orders Held for Shipment at customer's request will be invoiced immediately. No order(s) will be held more than thirty (30) days. Merchandise held past the specified Hold for Release date or orders Held for Shipment over 30 days may be subject to storage, handling fees and/or price increases.

### **Backorders**

Partial shipments may be made at the discretion of U.L. Corp. Also, partial shipments and shipments to more than one location will be made at the request of the customer, provided the customer pays excess freight, warehousing and handling fees.

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**Claims**

U.L. Corp. assumes no responsibility for the improper selection or installation of its products or for labor costs involved in repair or replacement. Our liabilities are limited to replacement or repair of the defective part. Claims for defects in material or workmanship (other than the ballast) should be made directly to U.L. Corp. No charges whatsoever will be allowed not having prior written approval.

**Lamps**

Lamps, unless specified, are not included in the price of the fixtures. U.L. Corp. does not ship lamps installed in fixtures unless requested by the customer. Subsequently, U.L. Corp. assumes no responsibility for any damage to lamps or fixtures shipped, installed or received as a result of the customer's request to have lamps installed.

**Ballast Guarantee**

U.L. Corp.'s ballast guarantee is the same as that of the warranty of the ballast manufacturer. Claims for defective ballasts which are under warranty must be made directly to the manufacturer through their representative. U.L. Corp. is not responsible for any repair or labor charges in replacing ballasts or any other electrical components incorporated into U.L. Corp.'s fixtures. Do not proceed with any repairs until authorization is received from the ballast manufacturer. All unauthorized deductions will be charged back.

**Certification**

U.L. Corp. fixtures are U.L. Listed.

**Errors**

All prices, models and material specifications are subject to change or withdrawal without notice, contact factory for current dimensions, specifications and other critical information. U.L. Lighting Corp. reserves the right to correct clerical and typographical errors in any quotation, acknowledgement, invoice, price list and/or any Product publication.

**Warranty**

U.L. Corp fixtures are warranted to be free from manufacturing defects for one (1) year from the date of purchase. This warranty does not apply to any damages incurred in transit, handling, selection, improper use, improper installation, or if the product has been altered, tampered with or used in an application other than its intended purpose. In no event shall U.L. Corp. be liable for prospective profits, special, indirect, or consequential damages. In all cases, U.L. Corp's liability shall be strictly limited to, at U.L. Corp's option, either (a) the repair or replacement of the goods or (b) the price of the goods. U.L. Corp. is not responsible for any labor charges unless authorized, in writing, by our factory. All unauthorized deductions will be charged back.

**Waiver**

No shipments will be made unless all accounts due U.L. Corp. are current. All merchandise remains the property of U.L. Corp until paid in full. U.L. Corp. will not sign any Waiver of Lien until payment is made in full. Any Waiver of Lien is not valid until all funds are cleared.

**Attorney's Fees**

In the event Seller shall sue Buyer for any reason, Seller shall be entitled to recover from Buyer all costs of suit and reasonable attorneys' fees in addition to all other available remedies.

**Venue, Jurisdiction, and Jury Waiver**

This agreement between Buyer and Seller shall be deemed to have been executed and delivered at the place of business of Seller and shall be construed and interpreted under the laws of the State of New York. Jurisdiction and venue with respect to any suit in connection with this agreement shall be in the courts of the State of New York, County of Queens. In any litigation between the parties agree not to assert their right to trial by jury.

Print: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

City: \_\_\_\_\_

Date: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**THE ABOVE SIGNATURE CERTIFIES THAT THE BUYER HAS READ, UNDERSTANDS AND AGREES WHOLLY TO THE TERMS AND CONDITIONS OF SALE.**

**U.L. WHOLESALE LIGHTING FIXTURES CORP. RESERVES THE RIGHT TO CHANGE THE TERMS AND CONDITIONS OF SALE , AT ANY TIME, SUBJECT TO NOTICE.**