

## Shipping Policy

**Elco Lighting's pre-paid shipping policy is as follows:**

**\$1,000 =** Arizona, California, Nevada, Oregon, Washington

**\$1,200 =** Colorado, Idaho, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Dakota, Oklahoma, Texas, South Dakota, Utah, Wyoming

**\$1,500 =** Alabama, Arkansas, Connecticut, Delaware, Florida, Georgia, Indiana, Illinois, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin

**\$2,500 =** Canada, Hawaii, Alaska

Subject to change without notice.

Elco Lighting will accept TRIM-ONLY freight-allowed orders for \$1,000 in the continental United States.

For residential deliveries, additional charges will apply. Elco Lighting reserves the right to choose origin of shipment, routing and method of transportation. If customer specifies alternate routing, customer must assume all additional charges. Full freight allowed applies to ground shipments only. Any air freight is paid by customer. Products which are not in stock when order is released will be shipped as soon as possible thereafter. If customer chooses for order to ship complete, customer must specify this on the order and order will be held until all back-orders are filled.

Any order shipping UPS, including UPS Ground, UPS Air, UPS Collect and UPS 3<sup>rd</sup> Party Collect, is subject to a \$2.00 per box handling charge.

Any discounted price offered, is for orders shipping to customer facility only. For any drop ship orders and out of area orders the shipping charge will be charged to the customer unless specifically quoted otherwise.

### Drop Shipments

Elco Lighting is not responsible for any damage, shortage or losses on any shipment, partial or total by the courier or the consignee, or for any fees or charges associated with such occurrences. Customer by requesting to drop ship to a third party destination agrees to pay for such shipments even in case of total loss of the shipment by the courier, trucking company or third parties.

## Terms and Conditions

### Shipping Claims

All shipping claims, shortages and damages must be filed with and claimed to Elco Lighting within 10 days.

### Minimum Order

Minimum order is \$100.00, not including freight, or add \$25 service charge.

### Shipping Performance

In no event shall Elco Lighting agree to pay any fixed amount whether identified as a penalty or as liquidated damages for failure to meet shipping schedule. Elco Lighting shall not be liable for any detention or delay in delivery, installations or for any loss, damage or expense due to any cause beyond Elco Lighting's reasonable control including without limitation, an act of God, act or omission of the buyer, embargo or other governmental act or authority regulation or request, fire, theft, accident, strike, slowdown, a war, riot, delay in transportation, inability to obtain necessary labor, material or manufacturing facilities.

### Pricing

Prices are subject to change without notice. Elco Lighting reserves the right to adjust upwardly certain or all of its prices to reflect anticipated volatility in costs of critical raw materials and components. The buyer agrees that the title to merchandise remains in Elco Lighting until entire purchase has been paid. Typographical or clerical errors in quotation orders or acknowledgements are subject to correction.

### Terms of Payment

Net 10th Prox, upon approved credit. A finance charge of 1.5% per month will be charged on past due accounts. Customer agrees to pay any costs incurred by Elco Lighting in enforcing the terms of this agreement, including collection costs.

### Limited Warranty

Exclusive limited warranty to first non-retail buyer. Elco Lighting expressly warrants to the first non-retail buyer of its products and no one else that the items sold hereunder to be free from manufacturing and/or material defects for a period of one year from the date of shipment to the buyer. This warranty applies only to products and/or components thereof manufactured by Elco Lighting or by others for Elco Lighting under license, and does not apply to products and/or components thereof designed, manufactured and/or assembled by others, for which Elco Lighting makes no warranties whatsoever. Any warranty on such items shall be limited to the warranty provided by the manufacturer(s) and/or supplier(s) thereof to Elco Lighting. Elco Lighting is not responsible for any labor costs in connection with the installation, removal or replacement of warranted products or for any consequential damages. This warranty does not apply to products which have been altered, modified or repaired by anyone other than Elco Lighting, nor shall this warranty apply to defects for which written notice thereof is not received during the *one-year warranty period*. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

### Buyer's Exclusive Remedy

Buyer's sole and exclusive remedy as against Elco Lighting for breach of any provision of any agreement between Elco Lighting and/or its representative(s) and buyer or any warranty hereunder shall be strictly limited to the repair or replacement of any nonconforming item and/or part providing that it is promptly returned to Elco Lighting's factory, F.O.B., 2042 E. Vernon Ave., Vernon, California 90058, within one year from the date of shipment to the buyer, with a written request by buyer that Elco Lighting repair

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and/or replace the nonconforming item and/or part. Elco Lighting retains the sole discretion to determine whether any item or part is nonconforming and, if so, whether the item and/or part will be repaired and/or replaced. Elco Lighting's repair and/or replacement of any nonconforming item and/or part thereof shall constitute fulfillment of all obligations to the buyer. Elco Lighting shall not be responsible or liable for any expense, including freight charges, or repairs made outside Elco Lighting's factory, unless expressly agreed to by Elco Lighting in writing.

### **Limitation of Liability of Elco Lighting**

In no event shall Elco Lighting be liable for indirect, incidental, special and/or consequential damages of any kind arising out of or related to, directly or indirectly, any breach of any agreement between Elco Lighting and/or representative(s) and buyer, any warranty hereunder, and/or the existence, design, manufacture, purchase, use and/or operation of any item(s) sold hereunder even if Elco Lighting has been advised of the possibility of any such damages.

### **Return Goods Authorization**

No products are to be returned without prior, written authorization from Elco Lighting, including an RGA number. Buyers are not to assume settlement and Elco Lighting will not be bound via deductions from remittance due. In addition, Elco Lighting will not assume responsibility for claims arising from improper installation, abuse or damage to the product made during installation of the product or by the ultimate enduser. Credit notes approved by Elco Lighting will be applied towards future purchases only. Where the buyer requests authorization to return products for reasons of his own, and issues approval for return, buyer will be billed a 30% restocking charge plus outbound freight. The return shipment is to be freight pre-paid by the buyer.

The buyer shall be responsible for all outbound shipping costs on freight-allowed shipments being returned. All material must be in salable condition and of current design. No obsolete items, special sales items, or those special products built to the buyer's specification will be accepted for return. Elco Lighting will not be responsible for products returned without proper authorization or identification.

*No returns allowed after 6 months of purchase.*

### **Termination of Order**

Any order may be terminated by the buyer only upon payment of all reasonable charges based upon expenses already incurred and commitments made by Elco Lighting. All cancelled orders must be done by fax or e-mail before shipping.

### **Architectural Specifications**

While the product dimensions listed in Elco Lighting's literature and spec sheets are normally accurate they should not be used for construction purposes.

### **Image Use, Internet Advertising and Pricing Policy**

All Elco Lighting images and descriptions, pricing and etc, contained in paper, electronic and all other media are the property of Elco Lighting. Anyone wanting to use any or all of Elco Lighting intellectual property in internet, traditional, electronic, social and all other media, **MUST** submit a formal request for approval to Elco Lighting corporate, and **MUST** receive a written approved reply from Elco Lighting corporate prior to any use. This includes, but not limited to, text, email, website (direct and via 3rd parties) and all social media. All pricing shown in these traditional and alternative media shall be substantially higher than the pricing contained in this document. Contact Elco Lighting corporate for details, terms and conditions regarding these policies.