

ACCLAIM LIGHTING TERMS, CONDITIONS & LIMITED WARRANTY

TERMS & CONDITIONS

1. Credit Terms – all invoices are net due in 30 days from invoice date on approved credit. All First / Opening orders are to be pre-paid prior to shipment.
2. Once established as an authorized reseller, there is a minimum order of \$100.00 per shipment after opening order requirements.
3. C.O.D. orders are to be paid by cashier's check, credit card, or cash payments until prior approval for company check payment is made.
4. Orders are to be sent to Acclaim Lighting main office in Los Angeles, CA. All sales are final upon shipment of invoice. No product shall be returns without prior approval from factory and will be subject to restocking and handling charges if returned in other than original condition & packaging – minimum of 15%. All returned products must have an R.M.A. #, reason for return letter and original invoice copy.
5. Freight costs and methods are the customer's responsibility and F.O.B. Los Angeles, CA. Dates of shipments are estimates and not guarantees. In absence of specific freight directions on order, Acclaim lighting will ship the best way / method it has available to them. No C.O.D's will be sent via common freight carriers. Note – additional charges may apply by freight companies on shipments to residential, rural or "tail gate lift" charges.
6. Product prices do not include any tax or government charges – this is the responsibility of the customer. If customer wants to be charged tax prior to shipment, customer must advise Acclaim Lighting prior to shipment.
7. All Acclaim Products come with a 2 year limited factory warranty.
8. Current California sales tax will be applied to all drop-shipped sales in the state of California, with one exception - the dealer must possess a valid California Resale Certificate

LIMITED PRODUCT WARRANTY

Acclaim Lighting™ hereby warrants, to the original purchaser, Acclaim Lighting™ finished products to be free of manufacturing defects in material and workmanship for a standard period of:

Fixtures: 5 Years (1,825 days) from the date of purchase.

Flex Products: 3 Years (1,095 days) from the date of purchase.

Controllers: 2 Years (730 days) from the date of purchase.

- A. This warranty shall be valid only if the product is purchased within the United States of America, including possessions and territories, Mexico and Canada and pre-approved in written form by Acclaim Lighting. It is the owner's responsibility to establish the date and place of purchase and warranty terms by acceptable evidence, at the time service is sought.
- B. Marine or extreme weather location applications using Acclaim lighting products are subject to a 3 year limited warranty and Acclaim must be notified prior to delivery of units for such applications so that preventative treatment can be made to the products to ensure proper performance and product life with a special marine code coating / sealing process at an additional cost.
- C. For warranty service, send the product only to the Acclaim factory. All shipping charges must be pre-paid. If the requested repairs or service (including parts replacement) are within the terms of this warranty, Acclaim Lighting™ will pay return shipping charges only to the designated point within the United States. If the entire instrument is sent, it must be shipped in its original package. No accessories should be shipped with the product. If any accessories are shipped with the product, Acclaim Lighting™ shall have no liability whatsoever for loss of or damage to any such accessories, nor for the safe return there of. Acclaim reserves the right to replace the item with same or similar product at its discretion.

- D.** This warranty is void if the serial number has been altered or removed; if the product is modified in any manner which Acclaim concludes, after inspection, affects the reliability of the product; if the product has been repaired or serviced by anyone other than the Acclaim Lighting™ factory unless prior written authorization was issued to purchaser by Acclaim Lighting™; if the product is damaged because not properly maintained as set forth in the instruction manual.
- E.** This is not a service contract, and this warranty does not include maintenance, cleaning or periodic check-up nor do we guarantee as part of this warranty any lumen performance during period. Parts not covered by this warranty include: fuses, external power supplies, third party items not manufactured by Acclaim lighting. During the period specified above, Acclaim Lighting™ will replace defective parts at its expense, and will absorb all expenses for warranty service and repair labor by reason of defects in material or workmanship. The sole responsibility of Acclaim Lighting™ under this warranty shall be limited to the repair of the product, or replacement thereof, including parts, at the sole discretion of Acclaim Lighting™. At no time will installation or re-installation or products labor or liability costs will be assumed by Acclaim Lighting. All products covered by this warranty were manufactured after January 1, 2012. And bear identifying serial number marks to that effect.
- F.** Acclaim Lighting™ reserves the right to make changes in design and/or improvements upon its products without any obligation to include these changes in any products theretofore manufactured No warranty, whether expressed or implied, is given or made with respect to any assessor supplied with products described above. Except to the extent prohibited by applicable law, all implied warranties made by Acclaim Lighting™ in connection with this product, including warranties of merchantability or fitness, are limited in duration to the warranty period set forth above. And no warranties, whether expressed or implied, including warranties of merchantability or fitness, shall apply to this product after said period has expired.
- G.** The consumer's and or Dealer's sole remedy shall be such repair or replacement as is expressly provide above; and under no circumstances shall Acclaim Lighting™ be liable for any loss or damage, direct or consequential, arising out of the use of, or inability to use, this product. This warranty is the only written applicable to Acclaim Lighting™ Products and supersedes all prior warranties and written descriptions of warranty terms and conditions heretofore published
- H.** The consumer and or Dealer agree that this warranty shall be considered to have been made in , and construed and interpreted in accordance with the substantive laws of the State of California, without regard to its conflict of laws principles, and herby submit to the sole and exclusive jurisdiction of, and waive any venue objections against, the state or federal courts located in the County of Los Angeles in the State of California, and shall submit to the Courts' personal jurisdiction and service of process via written notice.