

TERMS OF PAYMENT

1% discount allowed for payments in 10 days. Discount applies only to checks mailed on or before the 10 days following date of invoice. Maximum terms net 30 days. 2% per month service charge will apply thereafter (equivalent to 24% per year). Payments are to be made in accordance with invoicing. Invoices are delivered via fax or email.

CONDITIONS OF SALE

All original orders are accepted subject to a \$50 minimum billing. An exception shall be made for additional units to complete additional orders as well as parts and/or miscellaneous replacements for merchandise of a value of less than \$50 will be subject to a \$5 handling charge added to invoice amount. All prices, models, and materials specifications are subject to change or withdrawal without notice.

All prices of standard and special fixtures do not include lamps, except where noted in specifications.

Any tax or other government charge which may now or hereafter become effective and/or be imposed by federal, state or municipal authorities upon production, sale or shipment of goods hereunder shall be paid by the buyer. All purchase orders are subject to acceptance and acknowledgment by the home office in Burbank, California and will rely on the customer's purchase orders being accurate and complete in every detail, authorized and endorsed.

All orders for special or custom made equipment are not subject to cancellation. Upon the acceptance of any order, Delray will not be responsible for conforming to any plans and specifications unless they accompany the order and are accepted as such. Quotations extended are based on specifications and requirements supplied at time of quote. Any changes thereafter may be subject to a new quotation. Drawings approved in writing by the specifier, will be required for any equipment which deviates in any way from Delray's standard cataloged items.

CUSTOM COLOR PAINT

Customer must provide Tiger Drylac color number.

Custom colors for fixtures designed to be painted (e.g., RLM, Cylindro, Cylinders, and Aspect canopies and ballast housings), require an \$85 adder *per order*, regardless of fixture quantity.

A *per fixture* adder is required for custom color paint for fixtures with anodized aluminum parts (e.g., Industrial, Stick, Media, Completa, and others). (Consult factory for adder amount.)

Non-standard, special order colors may require additional set-up fees, to be paid by customer.

TRANSPORTATION TERMS

Order releases totaling \$2500 or more will be made with surface freight only prepaid and allowed to the continental limits of the United States only, Alaska and Hawaii excluded. All foreign customers are always responsible for any applicable customs fees, import duties and taxes. Order releases totaling less than \$2,500 will be made on a freight collect basis, except such shipments made

directly to a job site location or via Parcel Post or United Parcel Service, will be prepaid and charge added to the invoice. Partial releases on any order must have a merchandise value of \$2500 in order to earn freight allowance.

TERMS FOR RETURNS

All returned merchandise requires a Return Goods Authorization (RGA) to be submitted. Return requests should be made through a local representative. RGA forms (authorization) will be issued from Delray. Merchandise returned without an RGA will not be accepted.

Request for returned merchandise must be made within 60 days of the date of invoice. Returns shall only be allowed for merchandise valued at no less than \$150 and representing Delray's current line.

No merchandise of a value less than \$150 or discontinued merchandise will be subject to return. No return of special or custom made equipment will be allowed which includes emergency ballasts and Lutron dimming ballasts.

Return of circular LED fixtures (i.e., Cylindro II & III, Uno, Dos, gyroscopes and cascades) greater than 2 ft. in diameter will not be allowed.

Merchandise must be returned freight prepaid in the original factory sealed cartons within 30 days of issuance of the RGA, and shall be subject to inspection. Unsalable and damaged merchandise will be credited at salvage value or less cost of repairs, in addition to standard handling charges.

Credit will be issued at prices prevailing at the time of shipment or time of return (whichever is lower), less a \$50 or 30% (whichever is greater) handling and restocking charge and any reconditioning and re-cartoning charges that may be necessary. Inbound freight charges will also be charged for freight allowed shipments. No cash refunds. Credits applied to future purchases.

GUARANTEE

Delray products are all carefully tested and inspected at the factory and are guaranteed to be free of material and workmanship defects when shipped. Any equipment which is proven defective in material or workmanship will be repaired or replaced at Delray's expense upon written authorization, provided that such a claim is made within one year from date of shipment.

Delray accepts no further responsibility or charges in correction. Delray will not pay labor charges in any amount or resume any responsibility for labor expended or materials used to replace and or repair any equipment without our written authorization prior to any work or repairs being started or done by anyone.

Any labor charges for repairing, correcting or replacing fixtures in the field will be negotiated only between Delray and the electrical contractor. Delray will not honor debits or charges from any distributor or electrical wholesaler withholding or claiming funds for such charges or other arbitrary type of claim enforcement of expenses for repair or correction in the field.

Added by Mr. Feig
March 9, 2016

