



Lighting Services Inc

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General Terms and Conditions of Sale

Payment Terms: Payment on all orders is due net 30 days F.O.B. shipping point. A monthly service charge of 1% of the total amount due will apply and be added to all payments made after net 30 days F.O.B. shipping point. LSI accepts payment by certain credit cards, but reserves the right to adjust pricing to reflect fees incurred by LSI as a result of accepting payment by credit card. Maximum credit card amount = \$10,000.

Transportation: All shipments are F.O.B. our factory. 1-Individual shipments for \$20,000.00 or more (book price) (a) F.O.B. factory, prepay and allow, LSI choice of carrier, to any one destination within continental USA. (b) Shipments to Hawaii and Alaska prepaid and allowed to West Coast, forwarder's warehouse. (c) Shipments outside continental USA prepaid and allow to USA forwarder, freight collect beyond. Export packing and handling extra. 2-Individual shipments for less than \$20,000.00 (book price) (a) F.O.B. factory, prepaid and bill. (b) Shipments outside continental USA (a) No freight allowed. (b) Export packing and handling extra.

Shipments: 1-We will determine routing on all shipments where we allow transportation. Upon request, shipment will be made in any specified manner, with customer paying difference between our normal and the requested manner. 2-Damages in transit. (a) The carrier assumes all responsibility for losses, shortages, and both apparent and concealed damages in transit. (b) Title passes to purchaser immediately upon delivery by us to carrier; therefore, all claims must be made by purchaser with carrier. 3-We reserve the right to refuse orders for shipment outside the regular selling and service area of the distributor. 4-Shipment date shown on our Order Acknowledgment is our best approximation of the probable shipment date and shall not be deemed to represent a fixed or guaranteed shipment date. Shipment of the merchandise herein is subject to any and all delays due to any condition or happening whatsoever beyond Lighting Services Inc control including, but not exclusive of other conditions, acts of God, strikes, wars, riots, fires, inability to obtain materials, governmental regulations or restrictions. Lighting Services Inc shall not be responsible for any damage or loss resulting from delayed shipments or its inability to ship as above. 5-Any claims regarding alleged shortages or alleged shipping errors must be made within 30 days of receipt of goods in writing to LSI, or else such claims will be waived. 6-LSI reserves the right to make partial shipments unless otherwise stipulated in customer's order. All such partial shipments will be invoiced by LSI at time of shipping and paid when due, without regard to subsequent shipments. Delay in any partial shipment shall not relieve the customer of this obligation to accept any remaining shipment of the order.

Minimum Orders: Orders for less than \$350.00 net value, will be subject to a minimum billing of \$350.00. Quick Ship Express orders for less than \$50.00 net value will be subject to a minimum billing of \$50.00.

Prices, Specification and Quotations: 1-Pricing and specifications are subject to change without notice and possession of the price list is not in itself an offer to sell. 2-Quotations are firm only if in

writing from Lighting Services Inc, 2 Holt Drive, Stony Point, N.Y. 10980-1996, and if accepted by Lighting Services Inc within the period designated in the quotation. We reserve the right to withdraw quotations at any time and for any reason, prior to acceptance. 3-Purchase orders received within the designated period of the quotation will be price protected for shipment within 60 days from the date of the order. 4-All fixtures are quoted and furnished less lamps unless otherwise specified. 5- Every effort is made to avoid errors in catalogs, price sheets and other publications. We will not accept responsibility or labor charge-backs in connection with errors of measurements, descriptions, prices, etc. 6-The prices shown on this price list are prices prevailing at the present time. Lighting Services Inc reserves the right to change these prices at any future date. Unless otherwise specifically provided in writing, orders will be billed at prices prevailing at time of shipment. 7- Additions to orders already processed shall be considered separate orders and shall be priced accordingly. 8-In the event of a conflict between customer's written order and LSI drawings or specifications marked "approved", the approved drawing shall in all cases prevail. 9-LSI will not be bound by General or Blanket instructions contained and/or referred to in customer order. Each order must be accompanied by full instructions on the order itself. 10-If LSI is notified by customer not to deliver merchandise after said merchandise has already been fabricated according to customer's order and is ready for shipment, then customer shall pay reasonable storage charges until such merchandise is released and accepted by customer. 11-If any shipment made in accordance with customer's instructions is refused for any reason, then customer is responsible for payment as if goods were accepted at time of delivery.

Customer is also responsible for any rehandling and reshipping charges and all reasonable storage charges as they are incurred. 12-LSI reserves the right to change details of design, materials, finish, and method of fabrication as long as they do not alter the visible appearance of the installed goods nor reduce its performance or function. 13-Minimum order of \$5000.00 (book price) is required for special paint finish. In addition there is a minimum charge, depending on size of order, to cover special paint and handling.

Purchase Orders: The acceptance of the Buyers Purchase orders is contingent upon written acknowledgment by Lighting Services Inc. The acceptance of the buyers order is expressly made conditional on the buyers assent to the terms and conditions stated herein. LSI agrees to furnish the merchandise covered by their price list only upon these terms and conditions. In the event of a conflict between the buyers terms and conditions and LSI terms and conditions, the buyer in the absence of any written notification to the contrary and by virtue of issuance of purchase order and the acceptance of shipment of merchandise ordered, acknowledges that the LSI Terms and Conditions shall take precedence and shall apply.

Cancellations: 1-Quick Ship Express orders are not cancelable. 2-Orders for special (non-catalog) items are not cancelable under any condition. 3- A 50% restocking charge will be applied to orders for catalog items cancelled within four weeks of the scheduled ship date. Orders for special (non-catalog) items are not cancelable under any condition. 4-Under no conditions will LSI be responsible for field conditions involving dimensional design, or other changes.

Returns: 1-No returns for credit allowed for Quick Ship Express orders. 2-Merchandise may not be returned without written "Return Authorization" (RA) from LSI and must be returned within 30 days from the date of the written RA. 3-Requests for permission to make returns must be sent to Lighting

Services Inc, 2 Holt Drive, Stony Point, NY 10980. Such requests must show order number, our invoice number and date, and itemization of merchandise. 4-Requests to return merchandise must be in writing within 90 days from date of shipment. No merchandise may be returned except as provided in the preceding paragraphs. 5-Special, made-to-order, modified catalog items, and discontinued merchandise are not subject to return. 6>Returns will be limited to 10% of the order invoice amount and credit will be issued at prices prevailing at time of shipment or time of receipt at our factory, whichever is lower, less a 50% service charge for handling, inspection, repacking and restocking with a minimum charge not less than \$250.00. 7-Merchandise must be returned Freight Prepaid to our plant as designated in the "Return Authorization." 8>Returns must be made in the original unopened LSI factory-sealed cartons only. 9-All returns are subject to inspection. Unsalable and/or damaged merchandise will be credited for salvage use only or less cost of repairs to put into new condition if possible.

Hold Orders: Hold orders will not be entered for production until we receive written release and signed approved drawings from customer at LSI Stony Point office. Invoicing will be at prices prevalent at the time of release.

Limited Guarantee/Warranty: All our equipment is made in the USA, IBEW union, Safety Agency listed or manufactured with Safety Agency approved components. All equipment is 100% tested and inspected before shipment.

Limited Twelve (12) Year Warranty – Track & Busway: If the customer has proven that any of our Track & Busway products are defective in either material or workmanship and returns such product FOB Factory Freight prepaid within Twelve (12) years from date of shipment of Track & Busway products; LSI will repair the product or provide the customer with a new product at LSI' sole option. This Twelve (12) Year Warranty does not apply to products not manufactured by LSI and/or used in conjunction, attached or installed with the Track & Busway products, including, but not limited to, any damage caused by or to the Track & Busway products due in whole or in part from the use of the Track & Busway products with any products not manufactured by LSI.

Limited Twelve (12) Year Warranty – Lighting Fixtures: If the customer has proven that any of our Lighting Fixtures are defective in either material or workmanship and returns such product FOB Factory Freight prepaid within Twelve (12) years from original date of shipment of Lighting Fixtures, effective May 1, 2015, LSI will repair the product or provide the customer with a new product at its sole option.

LED assemblies, Drivers, Ballasts, Transformers, Dimmers, Sockets, or other Electronic Components are warranted for a full Five Years. Repaired products or new replacement products will be shipped to the customer in accordance with the shipment provisions contained herein. The customer will be responsible for installing such products. LSI is not responsible for any charges associated with the installation, removal or re-installation of any of our products.

LSI'S ONLY OBLIGATION IS TO REPAIR OR REPLACE DEFECTIVE PRODUCTS AS DESCRIBED IN THESE TERMS AND CONDITIONS. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. Seller neither assumes nor authorizes any person to assume

for it, any other obligation in connection with the sale of the products. In addition, this warranty shall not apply to any LSI product or component that (a) has been repaired or altered outside of seller's factory, (b) has been subjected to misuse, negligence or accident, (c) has been used in a manner contrary to accepted normal use or to seller's printed instruction, if any, or in conjunction with products not manufactured by LSI. Customers and any other party that chooses to use any LSI-manufactured product in conjunction or combination with any other product or products, any one of which is not manufactured by LSI, do so at their own risk.

LSI EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGES RESULTING TO THE CUSTOMER OR ANY THIRD PARTY, WHETHER INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL, AND WHETHER IN TORT, CONTRACT OR OTHERWISE, ARISING FROM OR RELATING TO THE OBLIGATIONS NOT SPECIFICALLY ASSUMED BY LSI IN THESE TERMS AND CONDITIONS.

Customer shall indemnify and hold harmless LSI and its owners, directors, officers, employees, agents and representatives, and the successors and assigns of each of the foregoing, from and against any and all costs, claims, losses, deficiencies, liabilities and damages resulting from the customer's or the customer's agent or representative's assembly or use of an LSI product in conjunction or combination with any product not manufactured by LSI, and any and all actions, suits, proceedings, claims, liabilities, demands, assessments, judgments, costs and expenses, including reasonable attorney's fees, incident to the foregoing.

Exclusions: For all fixtures supplied with a track system or track adaptor not manufactured by Lighting Services Inc (LSI), the warranty for the products not manufactured by LSI will be limited to the terms and conditions of that manufacturer and any such claims will be made directly with the manufacturer in question. The LSI warranty will only cover the fixture portion manufactured by LSI in this scenario.

For all products supplied with LSI track and LSI track adaptors that are being used in conjunction with a fixture produced by another manufacturer, the warranty for the fixture will be limited to the terms and conditions of that manufacturer and any such claims will be made directly with the manufacturer in question. The LSI warranty will only cover the track system and the track adaptor in this scenario.

Re-Sale items such as Lamps of any kind, and other non-LSI branded electrical or non electrical components will be covered by the original manufacturer's warranty. LSI re-sells these as an accommodation.

FEATURED GALLERIES

CORPORATE
FACILITY

HOTEL |
HOSPITALITY

MUSEUM |
GALLERY |
VISITOR
CENTER

DISPLAY
WINDOW

HOUSE OF
WORSHIP

RESTAURANT



LIGHTING

EDUCATION

RETAIL

SERVICES INC

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