

# **Terms & Conditions**

#### **Terms**

Net 30.

# Freight Policy

Orders of \$5,000 and less are shipped F.O.B. Lighting Solutions Group, LLC dba SpecGrade LED. Orders over \$5,000 are shipped freight prepaid.

#### Returns

Merchandise may only be returned with a RMA (Return Merchandise Authorization). Unauthorized returns will be refused. All returns for non-defective product must be returned freight prepaid and are subject to a 50% restocking charge. Unless otherwise agreed, only items in original factory packaging may be returned. No credit will be given for items returned in a damaged condition.

# **Cancellations**

Changes to orders must be made within 24 hours. Cancellation is allowed if done in writing three (3) business days from receipt of order providing order has not been processed.

### **Breakage & Freight Claims**

All items are packaged to endure normal freight handling conditions and are delivered to the freight carrier in good condition. If any loss or damage should occur to your shipment it is the responsibility of the carrier. Should your shipment arrive damaged or incomplete, make a note of the damage or shortage on the bill of lading and notify the carrier immediately. Should your order be delivered by UPS or FedEx and arrive damaged, notify the delivering UPS or FedEx agent (driver) or notify your local UPS or FedEx office. Retain the damaged item and packaging until an inspection can be made. We will assist in collecting your claim but the responsibility for payment of the claim is the carrier's.

### **Limitations of Liability**

Not withstanding any provision to the contrary, the total liability of Lighting Solutions Group, LLC dba SpecGrade LED and its employees and consultants, for all losses, damages, costs and expenses, including delay, disruption, loss of anticipated profits or revenue, cost of replacement equipment or attorney fees, shall not exceed the aggregate amount paid to Lighting Solutions Group under this Agreement, regardless of the legal the theory under which such liability is imposed.

# Samples

Samples may be requested with a memo Purchase Order for a period not to exceed 90 days. Any extension of time must be in writing by dba SpecGrade LED. Upon return, the freight must be prepaid and returned in original packaging. If the sample(s) are abused, left outside or the cords are cut they will be invoiced. Lighting Solutions Group, dba Specgrade LED reserves the right to limit the quantity of samples to any one agency or job.



# **Limited Warranty**

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Lighting Solutions Group LLC (dba SpecGradeLEDs) warrants to the end user that each product shall be free of defects in material and workmanship for a period of:

# All Product Series Except for the Basics Series (FL, MFL & WP Series)

• LED Board: 10-years from date of purchase.

• Drivers: 5-years from date of purchase.

• Housings: 5-years from date of purchase

### Basics Series (FL, MFL & WP, Series)

• LED Board: 5-years from date of purchase.

• Drivers: 3-years from date of purchase.

SpecGradeLED shall have no obligation to replace or repair a defective product until customer returns the defective product to SpecGradeLED.

Should a defect in material or workmanship occur within the warranted period, it will be repaired or replaced with the same SpecGradeLED product or functionality equivalent product at our discretion. SpecGradeLED will not honor any claim for improperly installed fixtures or when modifications have been made. No charge-backs or charges for labor or materials will be honored without the prior written consent of SpecGradeLED.

SpecGradeLED's sole liability for defective products shall be to repair or replace the defective products as set forth above. SpecGradeLED hereby disclaims and excludes all other warranties, express or implied, including without limitation, implied warranties of merchantability and fitness for a particular purpose. SpecGradeLED shall not be liable for any loss or damage, directly or indirectly, arising from the use of such products or for consequential damages.