



CONDITIONS OF SALE

POLICIES / PROCEDURES / TERMS OF SALE

All policies, procedures, and terms of sale apply to the sale of all standard products included in this price book and products with custom modifications.

ORDERING PROCEDURE

VISO Inc. requires all orders in writing to avoid error and/or duplication. Telephone or verbal orders are not accepted. Purchase orders may be mailed, emailed, or faxed to your VISO Representative.

PRICES

All prices are CAP prices (Consumer Advertised Price). While dealers may establish their own selling price, they may not advertise, publish or announce, in print or on the Internet, prices less than the published VISO CAP price.

TAXES

All sales, use, excise, and other taxes applicable to the sale of the products shall be paid by the purchaser. If exemption is claimed, the purchaser must submit the appropriate exemption certification.

PRICE QUOTATIONS

Prices stated in the written quotations or order confirmations issued by the VISO sales offices or VISO Independent Sales Representatives, have a 60-day validity and are subject to change or withdrawal by written notice at any time during that period.

SERVICE CHARGE

The minimum order is \$500.00 total CAP value. This excludes orders for spare/replacement parts and light bulbs should they be necessary.

TERMS OF PAYMENT

For purchaser with established open credit, the payment term is NET 30 days from date of invoice upon shipment of goods. If payment terms are not respected, VISO reserves the right to either place your account on hold, alter your payment terms to C.O.D. and/or reserves the right to issue notice of the closure of your account. For purchases without established open credit, full payment is required before shipment of goods, against a proforma invoice, including all applicable freight charges or with freight charges payable C.O.D. by consignee to carrier. Full payment for these accounts consists of 50% non-refundable deposit upon order placement, and 50% at time of shipping. For all orders

under USD \$10,000 full payment is required at time of Order Confirmation. For all orders requiring products with custom finishes and/or require custom modifications, a 50% non-refundable deposit is required with the purchase order. Any cancellation of an order is subject to a restocking charge

CREDIT APPLICATION

A limited credit account for the purchaser can be established by VISO Inc. upon acceptance of satisfactory credit reference, however, VISO Inc. may cancel or change credit terms and limit at its sole discretion and may request advanced payment at any time. In any case, purchaser's first order with VISO Inc. is always subject to full payment in advance.

ORDER CONFIRMATION

All orders are confirmed by a VISO Inc. order confirmation. VISO Inc. delivers and invoices orders based on the information on the order confirmation. The order confirmation is intended as a complete, exclusive and final statement of the terms and conditions of agreement between VISO Inc. and the purchaser with respect to the purchase and sale of the goods on order.

CHANGE OR CANCELLATION OF ORDER

After the date of order confirmation, orders cannot be changed or cancelled by the customer without written consent from VISO Inc. Special order items are not subject to change or cancellation under any circumstances. Standard orders changed or cancelled after shipment are subject to a 30% restocking charge (see RGA/restocking charge, on following page). Notification of changes or cancellations must be in writing and directed to your VISO Inc. Representative.

DELIVERY SCHEDULES DELAYS

Products are delivered in accordance to the expected ship date indicated on the VISO Inc. Order Confirmation. Delivery schedules and "expected ship date" are subject to change at any time due to unforeseen fluctuations in inventory levels and manufacturing loads, shortage of labor materials, and due to any other cause beyond its reasonable control, without any liability on VISO Inc. part for delays.

SHIPMENT AND SHIPPING CHARGES

All VISO Inc. products are shipped EXW – Ex Works Toronto, unless otherwise agreed.

STORAGE

In the event the purchaser requests postponement of delivery beyond the scheduled shipping date and the goods are in production, VISO Inc. may transfer the goods when ready for shipment to storage at the purchaser's risk and expense. Such a transfer to storage shall be deemed delivery to the purchaser for all purposes including invoicing and payment.

CLAIMS

All merchandise is packed to comply with carrier requirements. VISO Inc. is not

responsible for damage to goods, which occurs in transit or in storage. It is the purchaser's responsibility to examine goods upon receipt and to file any claims with the carrier within 3 days (72hrs). Any claims against VISO Inc. for defects, errors or shortages must be made by the purchaser, in writing, within 10 days after any delivery. Failure by the purchaser to make any claim against VISO Inc. within 10 days will constitute acceptance of goods and waiver of any defects, errors or shortages.

RETURN GOODS AUTHORIZATION (RGA) / RESTOCKING CHARGE

No return of goods will be accepted without written consent and shipping instructions from VISO Inc. This applies to returns of non-defective and defective merchandise. Return of non-defective goods, when approved, must be made within 60 days from the date of shipment and will be subjected to a 30% restocking charge and must be in new, resalable condition in the original packaging. Original packaging must be unmarked by any writing and free of any non-original stickers or labels. Only product models in the current catalog line are returnable. Special, made-to-order, custom colored or discontinued merchandise is not subject to return. Return of defective goods must be freight prepaid at the purchaser's expense and are regulated by the VISO Inc. warranty policy and must follow VISO Inc. return procedure. Returns of orders drop-shipped to a construction or job site will be limited to 10% of the original order.

LIMITED WARRANTY

VISO Inc. warrants its products to be free from defects in materials and workmanship for a period of one year from date of delivery. During this warranty period, VISO Inc. will repair, or replace, at its option, free of charge, products that are proven to be defective. This warranty does not apply to damages resulting from accident, alteration, tampering, misuse, negligence or abuse. This warranty does not apply to light bulbs and ballasts which are not products manufactured by VISO Inc. and supplied by VISO Inc. No chargeback, charge for labor or materials is allowed that does not have prior written approval from VISO Inc. VISO Inc. assumes no warranty liability if a product is sold in the US and exported outside the US and its territories. VISO Inc. does not cover faulty installations on site.

C.UL.US / C.ETL.US / ETL.CE LISTING

VISO Inc. works with testing laboratories recognized Internationally by governmental agencies for their independent product testing and certification activities, on a continuing basis to adapt, design and manufacture luminaires in conformity with the National Electrical Code's requirements and International code requirements.

PRODUCT SPECIFICATION DIMENSIONS

For manufacturing and/or improvement reasons, VISO Inc. reserves the right to change, at any time and without prior warning, the technical and/or design specifications of any product illustrated in the catalog. Every effort has been made to avoid errors in the VISO Inc. catalog and price literature. VISO Inc. will not be held responsible for labor charge-backs in connection with errors of measurements, prices or product descriptions.

HAND BLOWN GLASS & METALLIZATION WARNING

Due to the particular characteristics in the art of artisan glass making and metalized products, pieces blown and/or finished by hand may present air bubbles and/or light

streaks, discoloring, occasional pinholes, and varnish blemishes. These aspects are typical of the high quality hand-blown, hand finished glass products, and hand made metalized products. They should not be considered as defects in the workmanship.

PURCHASER'S COMPLIANCE

PURCHASER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES, AND STANDARDS RELATING TO THE INSTALLATION, MAINTENANCE, USE, AND OPERATION OF THE PRODUCTS.

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