

Standard Terms & Conditions of Sale

All sales by Sea Gull Lighting of the items in this price schedule, our catalogs, and our websites are made pursuant to these standard terms and conditions of sale.

Sea Gull Lighting shall not be bound by the terms and conditions stated on a customer's purchase order should the terms alter our policies listed hereon.

We reserve the right to alter these terms without notice

GENERAL CONDITIONS: Sea Gull Lighting reserves the right to refuse sale to any distributor or dealer. Without limiting the foregoing, Sea Gull Lighting may discontinue sales to any account that fails to maintain a minimum adequate stocking inventory in the opinion of Sea Gull Lighting, and/or sells or distributes products to any unauthorized Sea Gull Lighting distributor for resale purposes.

UNAUTHORIZED DEALERS: In order to ensure that retail customers purchase Sea Gull Lighting products from our authorized distributors who are highly trained and available to offer post sales assistance and service, Sea Gull Lighting may discontinue sales to and/or terminate the account of any distributor that sells or distributes product to any unauthorized distributor. Any authorized Sea Gull Lighting dealer that is engaged in or desires to engage in a sub-dealer relationship must get written authorization from Sea Gull Lighting prior to continuing or entering into that relationship. Such authorization may be revoked by Sea Gull Lighting at any time.

WEB SITE REGISTRATION: Any Sea Gull Lighting dealer engaged in e-commerce either directly or through a sub-dealer relationship must register the web site or domain name with Sea Gull Lighting prior to using any Sea Gull Lighting images or other proprietary information on the site.

UMAPP: All current Sea Gull Lighting products are subject to a Unilateral Minimum Advertised Price Policy (UMAPP), unless written authorization is granted. Discontinued products are exempt.

CREDIT: All orders must be approved by Sea Gull Lighting's Credit Department. Placement or acceptance of an order does not constitute the opening of an account. Accounts placed on Credit Hold will not be given credit for returned goods, cooperative advertising, incentive programs, freight allowances, or special promotions, when applicable, until their account is current and in good standing

DEDUCTIONS: Under no circumstances shall a purchaser assume settlement via deduction from any remittance due. Unauthorized deductions will be charged back to the purchaser. We will promptly issue credit memos to cover authorized returns or other agreed to adjustments. Application of such credit memo is the only method of settlement allowed other than payment in full.

ORDER CANCELLATION: All cancellations and changes to an orders must be e-mailed / faxed to customer service prior to shipment. If a specific production is required to fill an order, written cancellation must be received by us prior to production. Special, Built to Order, or Custom orders may not be cancelled after Release of Order. A cancellation charge up to the price of the product will be made on any special or custom-made items if same are cancelled after Release of Order. Verbal order cancellations will not be accepted.

SHIPMENT & DELIVERY: Sea Gull Lighting will allow full freight charges on all orders over \$1,500 shipped within the continental United States. Contact our Customer Service Center for freight terms to Alaska, Hawaii and international destinations. Sea Gull Lighting will determine the most effective method in delivering shipments. Where specific freight carrier is required by the customer, additional charges may apply. Any delivery dates given by Sea Gull Lighting are best estimates only. We assume no liability for and shall not be held responsible for delays in shipping orders. A \$15.00 drop ship handling charge will be applied on all drop ship orders

SHIPPING POINT

All shipments are FOB Sea Gull Lighting Products, LLC Burlington, New Jersey or Las Vegas, Nevada warehouse.

DROP SHIPMENTS: Drop shipments must meet freight and standard carton quantity requirements as published by Sea Gull Lighting. We reserve the right to refuse drop shipment orders which are determined to be beyond the distributor's normal trading area. Many delivering carriers impose an additional charge for telephone notification prior to delivery and special handling of merchandise. In these instances, the charge will be added to invoices.

UPS SHIPMENTS: A \$1.50 per carton handling charge will be included in the associated freight charges for UPS shipments. Due to the size, weight, and fragile nature of our products, some items may not be UPS shippable. Consult our Customer Service Center for additional shipping restrictions.

CLAIMS: Should damage occur in transit, do not refuse to accept the shipment, as this will cause unnecessary delays and added expense. Obtain the delivering carrier's notation of damaged merchandise and file all claims within ten (10) days (except UPS) with the transportation company. On Freight shipments the distributor is responsible for notations on the freight bill to indicate a freight shortage and or damage.

UNITED PARCEL SERVICE (UPS) DELIVERIES: If damaged goods are received, notify our office immediately. If damage is discovered at the time of delivery, do not accept goods. If discovered after the driver leaves, hold goods and packing material and notify UPS to make an inspection. Claims made more than 90 days from the invoice date will not be honored.

RETURNS: Returns are authorized at the sole discretion of Sea Gull and will only be accepted with RMA #. No return will be accepted without this number. All returns are subject to a 25% restocking fee, unauthorized are subject up to a 100% restock fee. All returns must be in new and uninstalled condition. The authorization of any return shall not be interpreted as a precedent requiring Sea Gull to authorize the return of any other merchandise

LIGHT BULBS: Unless otherwise specified, light bulbs are not included within the unit price of lighting fixtures or ceiling fans.

PRICES: Published pricing by Sea Gull Lighting is subject to change without notice. All merchandise will be shipped at prevailing pricing at the time of shipment.

MINIMUM BILLING: There will be a minimum billing charge of \$15.00. This does not apply to orders for replacement parts or glass.

QUANTITY: Items ordered in less than standard carton quantities as published by Sea Gull Lighting are subject to an additional charge of 25% of the item's unit price.

TAXES: Prices are subject to state and federal taxes

LIABILITY: Sea Gull Lighting shall not be responsible for any charges involved in repairing or replacing damaged or defective merchandise.

WARRANTY: Please refer to www.Seagulllighting.com for full details on our warranty