Pace Terms and Conditions 2021

Freight

Freight Domestic

All shipments are FOB factory, with freight allowed on invoices over \$5,000.00 USD to all customers within the 48 contiguous states for one shipment only

Freight to Canada

All shipments are FOB factory.

GST

Upon freight and brokerage allowance to Canadian customer, Pace Illumination will pay for GST taxes and it is sole responsibility of the customer to reimburse Pace Illumination for all GST taxes.

Freight on Poles

All Poles are shipped extra at the customer expense.

Pace Illumination reserves the right to route all shipments on prepaid freight shipments. Shipments will be made via express, air, or any other manner requested, when the customer assumes the freight costs over and above the least expensive routing selected by Pace Illumination.

Title of ownership transfers to purchaser upon delivery of the transportation company. The transportation company assumes responsibility when shipment is picked up at factory **Claims** dock. Inspect goods upon arrival. All claims for shortages or damages during transportation are to be made against the delivering carrier. All other claims, including missing components, must be submitted to Pace within 15 days of receipt of shipment.

Delivery

The scheduled delivery from Pace Illumination is the best approximation of the expected shipping date, but is not a guarantee shipping date. Pace Illumination shall not be responsible for any direct or indirect damage or loss resulting from delay in shipping. Time of delivery is not the essence of this agreement.

Warranty

All Pace Illumination products are carefully inspected and tested before shipping, and are warranted to be free of material and workmanship defects for a period of two years from date of invoice. Claims must be submitted in writing to the factory.

Pace will not accept charges for any labor, repair cost or transportation charges without expressed, prior written authorization. The responsibilities of Pace Illumination for any



defective materials is limited solely to the replacement or repair of material, and does not include any incidental or consequential damages which may be incurred. No warranty, express or implied, exists other that describes above. No person, agent or distributor has authority to give any other warranty on behalf of Pace Illumination.

Ballast/Lamps Warranty

Ballasts, lamps and transformers supplied in Pace Illumination fixtures are those of recognized responsible manufacturers. Brand specific ballasts, transformer or lamp requests will be handled by quotation only. Claims for defective ballasts, lamps or transformers should be made directly to the appropriate manufacturer through their local service center or field representative. Any labor charges for replacement of defective ballasts, lamps or transformers will not be accepted by Pace Illumination. A copy of the O.E.M. standard replacement program is available upon request.

Quotation

Quoted prices are subject to change upon receipt and review of approval drawings.

Price

All prices are subject to change without notice. Prices exclude all taxes and freight where applicable.

Cancellation Changes

Modified fixtures are non-refundable, and non-cancellable, unless written approval is issued by Pace Illumination. Changes to, or cancellation of works in progress will be subject to costs incurred for work completed.

Minimum Billing Additions

Minimum billing is \$200.00 net per order. Replacement parts are exempt. Additions to orders already received and entered into production will be considered as a new order.

Payment Terms

Terms are 2% 10 or NET 30 days

Acceptance of Orders

All orders are subject to Pace Illumination's final approval. Customer must also sign and submit an approval sheet as part of final order confirmation.

Design Changes

Pace Illumination reserves the right to change product design, and/or catalog information without prior notification.