



## 2011 Lighting Catalog

### TERMS AND CONDITIONS

#### CREDIT AND PAYMENT TERMS

Unless otherwise noted on the face hereof, terms are NET 30 Days subject to credit approval. All invoices paid after the net due date will be assessed a late payment service charge of 18% annum, or the maximum allowed by applicable law, whichever is lower.

We may decline to deliver except for cash, or stop goods in transit if reason to question financial responsibility develops. If credit is not approved prior to shipment, we may request payment C.O.D. or check in advance on special products or special situations. Purchaser agrees to pay all cost of collection or securing or attempting to collect or secure the debt created by said purchases, including reasonable attorney's fees, whether or not involving litigation.

Payment of all invoices are to be made only to:

Pemco Lighting Products, Inc.

150 Pemco Way

Wilmington DE 19804

Payments to be made by mail only.

#### PRICE POLICY

Prices are subject to change without notice. Written quotations are firm for thirty (30) days from date of Pemco quotation. Orders received with approvals pending (hold orders) will be acknowledged by Pemco with estimated price and delivery, but subject to pricing in effect at the time of shipment. The order will not be scheduled until a release date is designated by the customer. Delivery date will then be determined by Pemco and indicated on our formal acknowledgment form which must be signed and returned to Pemco Lighting Products.

#### HOLD ORDERS

Orders received without a specific shipping date will not be processed for production or shipment until a definite shipment date is given. Once a hold order is released by the purchaser it will be subject to cancellation charges if returned to hold-for-release status. Hold orders for less than \$500 are not acceptable. Pricing on hold orders is firm for 30 days, thereafter subject to escalation and our price policy above.

#### SHIPMENT, HANDLING AND DELIVERY

Prices are F.O.B. SHIPPING POINT, with the least expensive transportation PREPAID AND ALLOWED to a common carrier delivery point nearest destination within the United States, except Hawaii and Alaska and the Caribbean on orders which permit INDIVIDUAL SHIPMENTS valued at THREE THOUSAND FIVE HUNDRED DOLLARS (\$3500.00) NET or more to points EAST OF THE MISSISSIPPI RIVER; FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4500.00) NET or more to points WEST OF THE MISSISSIPPI RIVER, except where otherwise indicated. Prices for shipments to Hawaii, Alaska and destinations outside the continental United States are F.O.B. shipping point with freight allowed to nearest domestic port of debarkation EAST OF THE MISSISSIPPI RIVER on orders which permit INDIVIDUAL SHIPMENTS valued at

THREE THOUSAND FIVE HUNDRED DOLLARS (\$3500.00) NET or more; to points WEST OF THE MISSISSIPPI RIVER on shipments valued at FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4500.00) NET or more, except where otherwise indicated.

Freight on shipments of less than \$3500.00 East of the Mississippi River or \$4500.00 West of the Mississippi River will be collect to the customer, or shipped by customer's freight carrier account. We will no longer handle prepaid and add freight bills for orders less than our freight allowed policy (\$3500.00 or \$4500.00).

All orders, regardless of the dollar amount, will incur a freight charge if anchor bolts are shipped prior to the products.

All orders, regardless of dollar amount, that qualify for freight allowed, will be shipped together at one time. If orders contain split deliveries, customer is responsible for any freight charges beyond one delivery.

All insurance, COD charges, notification charges, redelivery charges, and other special handling charges are the responsibility of the buyer, and shall be reimbursed at the time invoices are due.

#### ROUTING

Pemco reserves the right to select the carrier on all shipments. Special routing will be made at the customer's request providing customer assumes any extra transportation cost.

#### FREIGHT CLAIMS

Shipments travel at purchaser's risk. Title to all goods passes upon delivery by us, to the carrier, at which time our responsibility for the goods ceases. All goods are shipped at the customer's risk. All claims for loss or damage in transit must be made with the delivering carrier by the consignee. We will be glad to assist when called upon.

#### ACKNOWLEDGED SHIPPING SCHEDULES

The shipment date indicated on the order acknowledgment, if any, is the best approximation of the probable shipment date and shall not be deemed to represent a fixed or guaranteed shipment date. PEMCO LIGHTING PRODUCTS, INC. shall not be responsible for any penalties or labor charges resulting from delayed shipments due to acts or cause beyond our control, or its inability to ship by the acknowledged date.

#### MINIMUM ORDERS

All orders are subject to a minimum billing of \$100.00. A service charge of \$25.00 will apply for all orders under \$100.00, or on replacement parts under \$50.00.

#### CANCELLATION OF ORDERS

Orders are not subject to cancellation. Orders will only be considered for cancellation with the condition that PEMCO LIGHTING PRODUCTS, INC. will be reimbursed for all expenses incurred. Cancellation charges, if any, will be determined for each individual order at time of cancellation.

*(continued on following page)*



## 2011 Lighting Catalog

### TERMS AND CONDITIONS

#### RETURNED MERCHANDISE

No products can be returned for credit without permission, in writing, from Pemco Lighting Products, Inc. All returned goods must be accompanied by a "Returned Goods Authorization" (RGA) number issued by the factory. Request to return material must be made within thirty (30) days from the date of shipment and must show customer's order number, Pemco Lighting Products' packing list number, invoice number and date, and a complete list of material to be returned. All returns are subject to the following conditions:

1. Material accepted for credit is subject to a 35% restocking charge, freight both ways, and any reconditioning and repackaging charges which are necessary.
2. Material that is modified, custom-made, or discontinued is not returnable.
3. Return shipment must be made within 30 days from the issuance of RGA.
4. Material must be new, in original factory cartons, subject to inspection. Damaged material, or material that cannot be resold will be credited at salvage value or less cost of repairs.
5. All globes are non-returnable unless Pemco Lighting Products, Inc. is at fault.

#### LIMITED WARRANTY

Pemco Lighting Products warrants to correct by repair or replacement, at its option, all product sold which may fail because of defective material and/or workmanship within the period of one year from date of shipment provided that this shipment has been thoroughly inspected upon receipt, properly installed, and properly operated within its ratings. Product that contains HID ballasts, carry a limited (2) year warranty on the ballast. If a ballast fails, removal, shipping costs and installation costs are the responsibility of the customer. PEMCO LIGHTING PRODUCTS WILL NOT BE LIABLE FOR ANY EXPENSE INCURRED IN INSTALLATION, REMOVAL OR TRANSPORTATION.

Under no circumstances will the liability of Pemco Lighting Products exceed the contract price of goods claimed to be defective. This is Pemco Lighting Products' sole guarantee. There are no expressed or implied warranties or warranties of fitness for any particular purpose.

#### CONDITIONS

Pemco Lighting Products will not be liable for any delay, loss or damage caused by strikes, fire, embargoes, or any other causes beyond our control. Receipt of the material by the purchaser upon delivery shall constitute a waiver of all claims for delay or damage.

#### PENALTY ORDERS

Pemco Lighting Products considers all orders accepted to be free of penalty clauses, and will not be liable for any charges unless specific delivery penalty clause conditions and payments are noted on ORIGINAL CUSTOMER ORDER and with written agreement by Pemco Lighting Products, Inc.

#### TAXES

All quoted prices are exclusive of Federal, State and Local taxes that may apply to products sold in your state and will be the responsibility of the party issuing the purchase order. If taxes are imposed following the date of shipment, the responsibility falls on the party issuing the purchase order and will be billed accordingly.

#### STANDARD FINISHES

Standard finishes, as shown, are supplied unless otherwise specified.

#### LAMPS

Prices of luminaires do not include lamps unless catalog specifically states such equipment is included or unless quotations include lamps.

#### SPECIAL FIXTURE QUOTATIONS

Any non-standard catalog item fabricated to customer's specifications must be quoted in writing by the factory. Orders for special fixtures will not be entered for processing without written acceptance and approval from the customer. Once processed, orders for special fixtures are non-cancelable and non-returnable. Special orders require a 50% deposit with order and balance due upon delivery.

#### MISCELLANEOUS

Every possible effort is made to avoid errors and omissions in catalogs, price sheets and other literature. Pemco Lighting Products does not assume responsibility for errors or omissions in illustrations and/or literature, nor is any warranty implied. Possession of price sheets does not in itself constitute an offer to sell.

Pemco Lighting Products cannot be held responsible for differences between published weights as compared to actual weights, due to the normal variance in the specific density of metals, glass and packing material provided.

#### ACCEPTANCE OF TERMS, CONDITIONS

These terms and conditions constitute the complete agreement between buyer and PEMCO Lighting Products, Inc. Any printed statements on customer's order to be contrary notwithstanding. Any conditions other than these must be agreed upon in writing by PEMCO Lighting Products, Inc. to be applicable. The issuance of an order to Pemco Lighting Products, Inc. shall constitute acceptance by customer of these herein stated terms and conditions.

#### ALL PRICES AND TERMS AND CONDITIONS OF SALE ARE SUBJECT TO CHANGE WITHOUT NOTICE.

*The "Pemco Lighting Products, Inc." name and logo are registered trademarks of the company and may not be used or reproduced in any form without written permission.*