



January 2010

Warranty - Terms and Conditions

GENERAL

The right is reserved to change specifications of any item without notice and without liability with respect to any previous sales. Specific quotations are subject to acceptance within 30 days, for shipment within 90 days, unless noted to contrary in the quotation.

FIXTURE WARRANTY

ECO Lighting Solutions products are designed and manufactured to a standard of quality which is guaranteed to equal or exceed the highest standard of the industry. ECO Lighting Solutions fixtures are guaranteed to be free from defective material and workmanship, under normal installation and operating conditions, for five (5) years from date of shipment from factory. Precast concrete components are warranted for a period of two years upon delivery per Wausau Tile Warranty Terms. Our responsibility and obligation, in the event of defective material, shall be limited to the repair or replacement of the material, at our option and cost. This guarantee extends solely to replacement of defective fixture or components. Labor to replace the lighting fixtures is limited to the lesser of the following: labor invoice associated with replacement or \$ 50.00/fixture (U.S.). ECO Parking Lights will not be responsible for any other damage or loss that may be sustained or claimed.

TERMS

Net 30 days. No discounts.

LABELS

ECO Lighting Solutions products are tested by a Nationally Recognized Testing Laboratory (NRTL) and are either UL or ETL certified and IBEW 134 union labeled unless specifically designated to the contrary.

SHIPMENTS

We reserve the right to use our own discretion in routing all shipments whereon freight charges are allowed. Shipments will be made in any manner requested by the customer, when possible, if the customer will assume any additional transportation costs.

AIR SHIPMENTS

Air shipments will be sent at customer's request. Shipments will be sent on customer's Federal Express number or carrier of their choice. No UPS air.

TRANSPORTATION CLAIMS

All goods are delivered to the transportation company in perfect condition and properly packed. Goods are shipped at purchaser's risk, and claims must be taken up with the transportation company. Our responsibility for safe delivery ceases when they have been received in good condition by the transportation company.

VOLTAGES AND CYCLES

All fixtures are furnished for operation on 60 cycle, alternating current, unless otherwise indicated.

CANCELLATIONS

Orders are not cancelable except on payment for work performed.

CATALOG ERRORS

Although utmost care is exercised in preparation of price sheets and catalog data, we disclaim any responsibility for catalog and/or pricing sheet errors.

RETURNED GOODS

We will not accept any returned material unless a "Returned Goods Authorization" has been issued, in writing, from ECO Lighting Solutions. A minimum service charge of 20%, plus any freight charges incurred will be deducted from all returned goods allowances, to cover the cost of handling and testing. If reconditioning is necessary, any such charges will also be deducted. All special, custom or modified fixtures are not returnable. This includes custom colors. Authorization will not be granted when value of all items to be returned is less than \$100. Return from any one job will be limited to not more than 10% of the total job value. Credit issued for future purchase only. Requests to return material must be made within 30 days of shipment. **We cannot allow credit for returned goods after expiration of 30 days.**

TAXES The amount of any present or future taxes, Federal or State, which the manufacturer now or hereafter shall be liable for or required to pay, either on its own behalf or on behalf of the purchaser or otherwise, with respect to the material covered hereby, shall be added to the prices contained herein and paid by the purchases in the same manner and with the same effects as if originally added hereto.