

TERMS AND CONDITIONS OF SALE

ORDER ACCEPTANCE

LaMar Lighting Co. Inc. (LaMar) offers to sell and deliver lighting products in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. LaMar hereby objects to and rejects any additional or alternative terms proposed by Buyer, including those contained in Buyer's purchase order, unless Lamar expressly agrees to such terms in writing. All orders are subject to credit approval and acceptance by LaMar. Credit availability is granted at the discretion of LaMar. We reserve the right to refuse to manufacture any item that is not in stock, or in the event that the order is too small to run on a production basis.

TERMS OF PAYMENT

If LaMar extends credit to Buyer, payment terms shall be net thirty (30) days from date of invoice, unless otherwise stated on quotation. LaMar may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If Buyer fails to make any payment when due, LaMar reserves the right to suspend or cancel performance under any agreements in which LaMar has extended credit to Buyer. Suspension of performance may result in rescheduling delays. If, in LaMar's judgment, Buyer's financial condition does not justify the payment terms specified herein, then LaMar reserves the right to terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect LaMar's right to pursue any other available remedies.

No deductions from invoices will be allowed without authorization, in writing, from LaMar. LaMar maintains the right to charge a 1.5% per month service charge on all past due balances, as well as reasonable collection costs and fees, including, but not limited to attorney, filing fees, and other associated costs of collection. The laws of the STATE OF NEW YORK shall be applicable to all suits arising between LaMar and the Buyer, and in the event of litigation, the venue will be Suffolk County, New York.

LaMar does not allow discounts on credit card payments.

PRICING

Prices and specifications are subject to change without notice. If the prices of fuels, metals, raw materials, equipment or other production costs increase significantly, LaMar shall have the right, and Buyer shall have the obligation to renegotiate the price of all products not yet shipped. If an agreement is not reached, LaMar reserves the right to terminate any unshipped orders without liability.

QUOTATIONS, DATA SHEETS, SPECIFICATIONS

Prices are firm for thirty (30) days unless otherwise specified. All quotes on equals substituted by LaMar require customer approval after submittal of cuts. We cannot guarantee approval. LaMar is not responsible for misinterpretation. Specifications and dimensions of all products are subject to normal manufacturing tolerances and may change without prior notice. Fixture design and specification sheets may be updated and or modified as necessary and it is the Buyer's responsibility to obtain from LaMar and verify the latest catalog sheets to confirm dimensions, mounting details, knockouts, holes etc... LaMar will not be responsible for any costs associated with non-conformity to outdated published material, including that obtained from LaMar's website. Catalog numbers and cuts are merely indicative of what we manufacture. This does not necessarily mean that all items are carried in stock.

MINIMUM ORDER

Minimum billing per order - \$300.

LAMPS & MOUNTING HARDWARE

Lamps and mounting hardware, unless specified, are not included in the price of the lighting equipment.

HOLD ORDERS

Orders marked "Hold for Release" or "Hold for Shipping Date" will not be manufactured until release date is given. We reserve the right to renegotiate pricing at time of release if the release extends beyond the stipulated time on our quotation and/or acknowledgement.

FREIGHT

All prices F.O.B. our plant - Farmingdale, New York. Normal transportation costs will be prepaid and added to invoice. FREIGHT ALLOWANCES may apply on shipments based upon the order value and destination (continental U.S. locations only). Please contact your local LaMar sales agent or the factory for terms and order value requirements, or reference our shipping map in the FAQ section of our website. Certain items including replacement parts and lamps are excluded from this freight policy. Carrier imposed surcharges will be added to all applicable deliveries including those covered by our freight allowance. These include charges for residential, rural, or certain institutional deliveries, or deliveries requiring the use of liftgate or call before delivery notification. Any carrier imposed storage charges or redelivery charges for undeliverable shipments including those due to incorrect addresses supplied to LaMar or missed appointments are the responsibility of the consignee and will be invoiced accordingly. Orders below our minimum freight allowance shipped by common carrier, UPS or other parcel type delivery service may incur an additional packaging or handling charge in addition to the actual shipping costs (please consult factory). Unauthorized deductions will be charged back. Routing is at the discretion of LaMar. If customer will assume any additional charges, LaMar will ship in the manner selected by the customer. Fuel surcharges assessed by the carrier will be passed on to the purchaser and are not subject to the freight policy. Fuel and shipping surcharges are to be paid NET, and are not discountable for any reason. LaMar Lighting Co., Inc. is not responsible for the duties and taxes on items shipped out of the United States. The duties, taxes and Custom fees are the sole responsibility of the intended consignee. Orders shipped out of the United States may take an additional amount of time for delivery due to Customs clearance. All shipments that incur storage charges due to delays in providing the freight carrier with the necessary information and contact information necessary to clear Customs is the responsibility of the consignee.

DELIVERIES

LaMar will not be liable for ANY penalties or charge backs resulting from delayed deliveries.

TRANSPORTATION

All product is shipped F.O.B. Factory in good condition with title of the merchandise passing to the Buyer upon delivery to the common carrier, regardless of party responsible for charges. For all damages in transit, Buyer is responsible for the timely filing of all claims, and for all storage, handling, notification, COD, redelivery or other charges. The Buyer has responsibility for immediately inspecting goods upon delivery. Visible damage or shortage MUST be noted on the carrier bill of lading at time of delivery. Claims for damages to plastic diffusers must be made within 5 days of receipt. The sole remedy will be the issuance of a replacement part upon return of damaged goods. Claims for concealed damage must be reported to the carrier within 48 hours of receipt. In the event of concealed damage, carrier should be notified immediately and an inspection requested. All damaged goods must be held with packing material intact until inspection is completed. Any damage or shortage of material must be reported to LaMar within 48 HOURS of delivery. LaMar will not honor any claims submitted beyond that time. Orders quoted with prepaid freight are based on one complete shipment to destination. Requests for multiple shipments will incur additional shipping charges.

RETURN GOODS

No merchandise may be returned without prior authorization and will be refused at loading dock if the Return Goods Authorization (RGA) Number is not clearly marked on the outside of the carton(s). An RGA Number is valid for thirty (30) days only. Material must be shipped prepaid. Refunds will be in the form of credit toward future purchases only. No refund checks will be issued. Material must be received by LaMar in good condition, within three (3) months of original invoice date. There will be a deduction for freight out and the return is subject to a minimum 25% restocking fee as well as a reconditioning charge if necessary. Special finishes or custom orders may not be returned. Fixtures returned for repair, replacement or credit will not be accepted if they are defaced in any way. (ie: permanent marker, ink, or any other similar means) Defective units should be labeled with tape or other easily removable tag.

CERTIFICATIONS & AFFILIATIONS:

All items are IBEW union made and UL listed or recognized.

This warranty may be modified at any time without notice, and any such modification will only be effective to any products purchased after the modification effective date. LaMar Lighting assumes no responsibility for misapplication of fixtures



LAMAR LIGHTING 485 Smith Street, Farmingdale, NY 11735 • Tel (631) 777-7700
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LIMITED WARRANTY

LED

LaMar Lighting Co., Inc. (LaMar) warrants its commercial lighting fixtures containing light emitting diodes (LED) to be free from defects in materials and workmanship for a period of five (5) years from date of shipment from factory unless otherwise noted on individual specification sheets and/or other LaMar published documents, subject to latest applicable revision date. LED modules and boards will be considered defective in material or workmanship only if a total of 15% or more of the individual LEDs fail to illuminate on any one board or module.

All lighting products are intended to be installed by qualified licensed electricians. The warranty specifically excludes the following: Any defects or failures caused by improper installation; physical damage of any kind; water damage in fixtures labeled for dry or damp location; damage due to water submersion or high pressure wash-down outside the scope of specific fixture IP rating; damage due to cleaning materials, harsh chemicals or reactive cleaning agents; damage from exposure to chlorine, bromine or other hazardous chemicals or gases; insect or animal damage; vandalism; induced vibration; smoke or fire; acts of nature; faulty wire connections, reversed polarity, improper grounding, connection to supply voltage other than listed on product label, input voltage out of tolerance (-10%/+5%), voltage spikes, dips or surges; excessive switching; electrical or physical damage attributable to lightning strike; exposure to excessive ambient temperatures outside the recommended operating range (electronic components have operating temperature limits, consult factory for specific model suitability where ambient temperatures will exceed 32C/90F, or lower than 15C/60F); the use of any insulation within 3" of recessed fixtures, unless fixture is specifically labeled "type IC" ; fault, negligence or unauthorized modifications or change of original wiring or components; damage caused by any third party parts or controls; failure to comply with applicable codes or standards.

It is up to the end user to confirm suitability for a specific application. Please consult factory if fixtures are to be mounted in areas of extreme high or low ambient temperatures. Some fixtures are intended for suspended mounting only to assure proper operation. Failures due to misapplication of product are not covered under any warranty. For any covered failures under this warranty, LaMar Lighting, at its sole discretion will repair or provide replacement of the product or defective part(s) with positively no labor or equipment allowance unless specifically authorized in writing by LaMar before work is begun. This statement does not imply that labor or equipment allowance will be considered or authorized. Charge backs or deductions for unauthorized repairs will not be accepted.

This warranty applies only to the original end user installation location and may not be transferred. Warranty claims must be made within 15 days of discovery of defect or failure to an authorized LaMar Lighting representative who will submit claim to factory. Parts will not be accepted without prior authorization and Return Authorization number issued by LaMar Lighting. LaMar Lighting will not be responsible for the costs or expenses associated with the return of product(s) to the factory. LaMar Lighting or it's vendors will bear the cost for return shipment of replacement parts to the customer.

Special note pertaining to plastic parts: Environmental conditions may affect certain plastics used as diffusers in lighting fixtures and these parts are not warranted against yellowing or deterioration which may occur over time due to normal product aging or exposure to certain chemicals, vapors, and airborne contaminants that can cause damage such as cracking, crazing, deterioration or mechanical failure. It is up to the end user to determine suitability for materials in the final end use. A list of acceptable and unacceptable environmental chemical materials is available upon request.

LaMar Lighting will not be liable for any consequential, incidental, indirect or punitive damages or charges even if informed of the possibility of such damages, whether as the result of breach of contract, warranty, tort (including negligence), loss of time, revenue, profit, productivity, downtime or any other charges including but not limited to: labor, equipment rental, downtime cost, use of property, loss of business or any inconvenience arising out of any failure or breach of the warranty or obligations under such warranty. LaMar makes no claims or warranty with regard to minimum useful life or performance of any material or product past the product's stated limited warranty.

FLUORESCENT

All fluorescent equipment is warranted for a period of one year.

All lighting products are intended to be installed by qualified licensed electricians. The warranty specifically excludes the following: Any defects or failures caused by improper installation; physical damage of any kind; water damage in fixtures labeled for dry or damp location; damage due to water submersion or high pressure wash-down outside the scope of specific fixture IP rating; damage due to cleaning materials, harsh chemicals or reactive cleaning agents; damage from exposure to chlorine, bromine or other hazardous chemicals or gases; insect or animal damage; vandalism; induced vibration; smoke or fire; acts of nature; faulty wire connections, reversed polarity, improper grounding, connection to supply voltage other than listed on product label, input voltage out of tolerance (-10%/+5%), voltage spikes, dips or surges; excessive switching; electrical or physical damage attributable to lightning strike; exposure to excessive ambient temperatures outside the recommended operating range (electronic components have operating temperature limits, consult factory for specific model suitability where ambient temperatures will exceed 32C/90F, or lower than 15C/60F); the use of any insulation within 3" of recessed fixtures, unless fixture is specifically labeled "type IC" ; fault, negligence or unauthorized modifications or change of original wiring or components; damage caused by any third party parts or controls; failure to comply with applicable codes or standards.

Warranty excludes physical damage to all lenses, diffusers and louvers. A replacement part will be furnished in exchange for any part in a fixture, excluding lamps, which under normal use and service proves defective within one year after purchase. All lighting fixtures should be inspected prior to installation.

It is up to the end user to confirm suitability for a specific application. Please consult factory if fixtures are to be mounted in areas of extreme high or low ambient temperatures. Some fixtures are intended for suspended mounting only to ensure proper operation. Failures due to misapplication of product are not covered under any warranty. For any covered failures under this warranty, LaMar Lighting, at its sole discretion will repair or provide replacement of the product or defective part(s) with positively no labor or equipment allowance unless specifically authorized in writing by LaMar before work is begun. This statement does not imply that labor or equipment allowance will be considered or authorized. Charge backs or deductions for unauthorized repairs will not be accepted.

This warranty applies only to the original end user installation location and may not be transferred. Warranty claims must be made within 15 days of discovery of defect or failure to an authorized LaMar Lighting representative who will submit claim to factory. Parts will not be accepted without prior authorization and Return Authorization number issued by LaMar Lighting. LaMar Lighting will not be responsible for the costs or expenses associated with the return of product(s) to the factory. LaMar Lighting or it's vendors will bear the cost for return shipment of replacement parts to the customer.

Special note pertaining to plastic parts: Environmental conditions may effect certain plastics used as diffusers in lighting fixtures and these parts are not warranted against yellowing or deterioration which may occur over time due to normal product aging or exposure to certain chemicals, vapors, and airborne contaminants that can cause damage such as cracking, crazing, deterioration or mechanical failure. It is up to the end user to determine suitability for materials in the final end use. A list of acceptable and unacceptable environmental chemical materials is available upon request.

LaMar Lighting will not be liable for any consequential, incidental, indirect or punitive damages or charges even if informed of the possibility of such damages, whether as the result of breach of contract, warranty, tort (including negligence), loss of time, revenue, profit, productivity, downtime or any other charges including but not limited to: labor, equipment rental, downtime cost, use of property, loss of business or any inconvenience arising out of any failure or breach of the warranty or obligations under such warranty. LaMar makes no claims or warranty with regard to minimum useful life or performance of any material or product past the product's stated limited warranty.

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TERMS AND CONDITIONS OF SALE

CANCELLATIONS

Orders for Factory Stocked items may be cancelled prior to shipping without charge. All other orders cannot be cancelled unless LaMar is reimbursed for work already performed and for special material purchased or on order with our Vendors. If an order is cancelled after shipment, or refused at destination, restocking charges of up to 100% (applies to built to order, custom, or non-cancelable items) warehousing fees, delivery and return costs will be charged to the customer.

The ballasts and drivers used by our Company are those of recognized manufacturers and are warranted by their respective manufacturer only. Orders calling for specific brand names or models of ballasts or drivers will be handled on a quotation basis only. Any claims for defects in ballasts or drivers occurring outside of LaMar's limited warranty period should be directed to the respective ballast or driver manufacturer. Copies of manufacturers warranties are available upon request. In no event shall LaMar Lighting accept any charge backs or labor invoices without express written consent from the factory prior to any work being performed. Should there be a ballast or driver failure within LaMar's one-year warranty period, advise LaMar immediately and we will notify the ballast or driver manufacturer of the difficulty. They in turn will notify you as to disposition of this problem. Do not proceed with repairs until authorization is received from the ballast or driver manufacturer. We will accept defective ballast or drivers for exchange within one year from date of fixture purchase provided that ballast or driver wires are 6" or longer. Under no circumstances will we replace a ballast or driver with any lead wire cut under 6".

FIELD SERVICE AND REPAIR

If we elect to provide field inspection or repair, it will be done strictly as a courtesy and convenience to the end user. It is the facilities responsibility to identify specific products and locations of products claimed defective, provide safe accessibility to the lighting equipment, including providing any ladders, scaffolds, or other equipment necessary, as well as providing adequate protection to prevent damage to building or it's interior, obtaining union or other cooperation regarding free access to the site for field service personnel, and turning power on and off as required. Any field service work will be performed only during normal weekday working hours. LaMar reserves the right to supply non-union labor as necessary to provide any warranty related repairs. LaMar will not be responsible for any costs incurred in providing access to the lighting equipment.

Our performance of any services in no way is an extension of our liability beyond our Terms and Conditions of Sale and Limited Warranty contained herein.

Under NO circumstances shall anyone be entitled to receive compensation for more than the wholesale cost for any item, regardless of cost of repair.

ELECTRICAL COMPONENTS

All fixtures are wired for 120 Volt, 60 cycle, or 120-277 Universal Volt 50/60 cycle AC operation. Ballasts and drivers with special voltage ratings, or specific test approvals other than U.L., must be specifically ordered for the job. These ballast and driver additions must be added to the cost of the unit.

ERRORS, OMISSIONS AND STYLE CHANGES

All catalog and illustrative material from LaMar has been carefully proofread. We assume no responsibility if an error or an omission does occur. In the event that a style is changed, or it becomes necessary to use parts or materials other than shown in the catalog, we reserve the right to ship the item closest to the original designation.



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Effective: 03/16/16

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