

Terms and Conditions

- 1. Payment**– All approved invoices are due and payable within 30 days from date of invoice. Payment must be post marked no later than 30 days from the invoice date. Grace period of five days will be allowed before the invoice is deemed delinquent.
- 2. Freight**– All prices are based shipments F.O.B. Globalux Lighting warehouse. Any shipment delivered will be subject to freight charges per delivery, unless terms stated in the invoice are different, which shall supersede.
- 3. Free Freight** – Minimum order size for free freight: Shipments to Greater Los Angeles Area and San Diego \$750.00. Shipments to the rest of the 48 contiguous United States \$1500.00.
- 4. Transfer of Liability and Risk of Loss in Transit:** Title passes to purchaser upon shipment by a third party carrier or will call by the Purchaser. All claims for damages or shortages in transit shall be made by Purchaser with delivering carrier. Bills of Lading marked with “Shippers Load and Count” do not constitute a transfer of liability for the freight or damages from the consignee to Globalux Lighting LLC.
- 5. Packaging-** Globalux Lighting reserves the right to optimize packaging at its discretion. Some products may only be available in bulk package multiples or case quantities, unless specifically agreed to alternatives at the time of order acceptance.
- 6. Prices**– Prices are subject to change without notice. In the event of a price increase, all accepted orders on hand will be filled at the lower prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Special quoted orders that cannot be released for shipping prior to the price increase may be subject to an increase in price. Minimum billing for all product or parts orders is \$50 net. Prices do not include lamps and bulbs unless so specified.
- 7. Return of Stock Merchandise**– All shortages, damage, or wrong material received must be reported within 7 calendar days from date of delivery. No merchandise may be returned without prior written authorization from our Post-Sale department. Requests to return merchandise must be made in writing. All approved returns must be shipped prepaid to the location designated on the return authorization notice with Authorization Number clearly marked on each box. Credit amount will be determined subject to product inspection and condition received. Restocking fees of 25% or \$100 whichever is greater of the original invoiced price shall apply. All returned product must be in salable condition with all parts, literature and packaging material intact. All stock products containing time-sensitive components that have reached the end of their warranty or shelf life or products sold at discounted prices as final sale are not returnable. Outdated or phase-out stock products are also not returnable. Return of merchandise is limited to the replacement or account credit of the product itself less any applicable restocking fees. This is buyer’s exclusive remedy. No cash refunds.

8. Non-Returnable Merchandise- All non-stocking, special, custom made and modified products are not returnable.

9. Limited Warranty- See Globalux Lighting LLC Statement of Limited Warranty and Limitation of Liability.

10. Limitation of Liability – See Globalux Lighting LLC Statement of Limited Warranty and Limitation of Liability.

11. General – Globalux Lighting LLC price sheets are not offers to sell, and possession of a price sheet does not entitle one to purchase. Globalux Lighting LLC shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Specifications are subject to change without notice. Consult Globalux Lighting for verification. The compliance of our product to individual project specifications and the approval for their use is not warranted by our company. Refer to limitation of liability clause herein above. If purchaser does not pay the purchase price within the time periods set forth above, Globalux Lighting LLC reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Globalux Lighting LLC is collected by, or attempted to be collected through an attorney at law, Globalux Lighting LLC shall be entitled to recover all collection expenses, including reasonable attorney's fees.

12. Acceptance – Acceptance of orders can be made only at our plants, Distribution Centers or Field Warehouses for warehouse orders on the basis of these terms and conditions of sale. Globalux Lighting LLC will not accept orders that require customer – furnished components without prior written authorization from a manager of Globalux Lighting, LLC.

13. Entire Agreement – Except as expressly agreed in writing signed by Globalux Lighting LLC, the terms and conditions stated above shall constitute the entire sales agreement between Globalux Lighting LLC and the purchaser. Any contrary or additional terms or conditions submitted by the purchaser (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in purchaser's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgment of and agreement with these Terms and Conditions. Globalux Lighting LLC reserves the right to change these Terms and Conditions of Sale without notice.