



A Woman Owned Business

May 2009 - Terms and Conditions

GENERAL

Lamps are not included with any fixtures unless specifically ordered with fixtures.

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.

TERMS

Net 30 days. No discounts.

LABELS

All Esco Lighting, Inc. products are U/L, CU/L, CE, E.T.L. and IBEW 134 union listed and labeled unless specifically listed to the contrary.

FREIGHT ALLOWANCE

All shipments that qualify for freight allowance as shown on freight map (see price list) are F.O.B. our plant with freight allowed and prepaid. This applies within the grouped 48 states and not to Hawaii, Alaska or export shipments.

AIR SHIPMENTS

All 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.

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.

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.

SPECIAL FIXTURES

On special fixtures not listed in this price schedule, we reserve the right to quote and sell only to the distributor who developed the business for a specific customer.

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.

PRODUCT SPECIFICATION ERRORS

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

FIXTURE WARRANTY

Esco Lighting, Inc. products are designed and manufactured to a standard of quality which is guaranteed to equal or exceed the highest standard of the industry. Esco Lighting, Inc. fixtures, are guaranteed to be free from defective material and workmanship, under normal installation and operating conditions, for five years from date of shipment from the factory. 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, with no allowance for labor unless specifically authorized in writing. Esco Lighting, Inc. will not be responsible for any other damage or loss that may be sustained or claimed

HID, CFL, AND FL BALLAST WARRANTY

All ballasts used by Esco Lighting, Inc. are those of recognized manufacturers. Every ballast is tested for defects prior to leaving the factory and is shipped in working order. Claims for defective ballasts, found to be in warranty, should be made directly to the manufacturer's nearest service center or field representative in order to expedite replacement. Any charges for the replacement of defective ballasts will not be accepted by Esco Lighting, Inc. but must be authorized by the ballast manufacturer.

INDUCTION GENERATOR WARRANTY

All induction lighting system components used by Esco are warranted by the original manufacturer of the induction lighting system components, and subject to that manufacturers warranty.

LED DRIVER WARRANTY

All LED driver components used by Esco are warranted by the original manufacturer of the LED driver components, and subject to that manufacturers warranty.

LED WARRANTY

The fixture mechanics are guaranteed to be free from defective material and workmanship, under normal installation and operating conditions, for five years from date of shipment from the factory. See General Terms and Conditions. The LED module is warranted for five years. Esco Lighting will replace or repair modules, at their discretion, if 15% of the individual LEDs fail in a module in a provided fixture.

POLYCARBONATE LENS WARRANTY

Esco Lighting, Inc. warrants all polycarbonate lenses for one year from date of shipment from the factory.

BUYER RESPONSIBILITY

It is the buyers responsibility to decide upon the appropriateness of the Esco Lighting, Inc.'s products and their use or resale. Esco Lighting, Inc.'s warranty (see Fixture Warranty) is only to the buyer, the original purchaser. Any warranty claims must be submitted in writing from the purchaser within the stated warranty period. Esco Lighting, Inc. disclaims all warranties, express or implied of merchantability and fitness for a particular purpose. At no time shall Esco Lighting, Inc. be liable to the buyer in warranty, contract, negligence, strict liability or otherwise, for any damages, whether incidental or consequential, which are alleged to be caused by one or more of Esco lighting's products.

RETURNED GOODS

We will not accept any returned material unless a "Returned Goods Authorization" has been issued, in writing, from Esco Lighting, Inc. A minimum service charge of 50%, 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.