

TERMS & CONDITIONS

DEFINITION: The term American Glass Light[®] as used in this catalog shall mean The American Glass Light Co[®], a division of Sandy Littman Inc.

TERMS AND CONDITIONS OF SALE: No quotation, order or acknowledgement, and no provisions of these terms and conditions of sale shall be changed in any respect except as specifically agreed to in writing and signed by an officer of American Glass Light[®]. No statement, representation or warranty not contained herein shall be binding on American Glass Light[®] unless made in writing and signed by an authorized officer of American Glass Light[®].

PRICES: Price quotations can be obtained from our New York office or from authorized American Glass Light[®] representatives. Quotations are firm for 30 days, and, otherwise are subject to change without notice. Orders placed on "Hold for Release" which are not released with a shipment date within 90 days of the date of receipt by American Glass Light[®] shall be subject to a price increase. Prices do not include freight or any federal, state or local taxes of any nature. All prices are for fixtures, less lamps.

TERMS OF PAYMENT: Unless other arrangements have been authorized by our New York office in writing, all orders require a 50% deposit to accompany the purchase order with balance due cash before delivery. Payments must be made directly to the New York American Glass Light[®] office. Payments made otherwise are unauthorized, as there are no other parties authorized to collect money for American Glass Light[®] and thus payments made to other parties or entities are made at purchaser's own risk.

ORDERING INSTRUCTIONS AND ACCEPTANCE OF ORDERS: All orders must be accompanied by a signed purchase order or letter and are subject to acceptance by American Glass Light[®]. No order placed shall be considered as accepted until officially acknowledged in writing by American Glass Light[®]. The terms stated on this page and American Glass Light's[®] confirmation and invoice shall constitute the entire sales agreement between the parties and any contrary or additional terms by the purchaser shall be deemed of no effect. Our receipt and acceptance of any order signifies acceptance of all American Glass Light[®] policies. Finishes, mountings, mounting heights and lamping are standard as listed but can be modified as agreed by American Glass Light[®]. Additionally, many dimensions have been rounded up or down to the nearest inch.

FREIGHT: Freight is never allowed. All orders are shipped freight collect unless arrangements have been made for third party freight billing, on buyer's purchase order. Most orders are shipped complete, in one shipment. However, sometimes it is necessary that we ship partial orders. When this is necessary or when partial release is requested by the customer, separate freight charges will result. All goods are shipped F.O.B. our factory at the purchaser's risk. Our responsibility for safe delivery ceases when the goods have been turned over in good condition to the transportation company. Shipments should be inspected immediately upon receipt for loss, shortage or damage in transit, and claims entered at once with the carrier. Damage in transit or disputes with carriers regarding damaged product does not relieve buyer's obligation to timely pay the full amount of American Glass Light's[®] invoice. Title to the goods described herein shall remain with The American Glass Light Co.[®] until paid for in full by purchaser; however, risk of loss shall vest in the purchaser at the time of receipt of products by the carrier at shipping point.

LAMPING AND VOLTAGE: All fixtures are shipped wired for incandescent lamping unless a modification for fluorescent lamping has been ordered and confirmed in writing. All incandescent and fluorescent fixtures are shipped wired for 120 volts unless 277 volts has been ordered and confirmed in writing. 277 volts is available only for fluorescent lamping. 277 volts, dimming ballasts, electronic ballasts, high power factor ballasts or any other special components must be quoted upon

request and are not available for all fixtures. Unless remote ballasts are listed in this catalog, fluorescent lamping option includes integral 120 volt ballast(s).

SHIPPING DATES: Average shipping time is 6 to 8 weeks after receipt of order, however, this can vary. Consult factory for shipping time for specific orders. Our estimated shipping dates are our best approximation of a probable shipping date and shall not be deemed to present a fixed or guaranteed date. American Glass Light[®] shall not be responsible for any damages, penalties, or labor chargebacks, nor will it accept cancellations resulting from delayed shipments or from its inability to ship by the estimated shipping date.

CONSEQUENTIAL DAMAGE: American Glass Light[®] shall not be liable for any consequential, contingent or incidental damages whatsoever. American Glass Light[®] is not liable for damages of any kind resulting from any delay or failure to deliver or perform due to strikes, lockouts or other labor difficulties, acts of terror or war, inclement weather conditions preventing work or transport, or failure due to delay of sources of supply, transportation difficulties, accidents, fires, acts of God, or any other causes of like or unlike nature beyond American Glass Light's[®] control.

INSPECTION, INSTALLATION AND LIMITED WARRANTY: Buyer must inspect goods for any defects within 10 days of receipt of merchandise. No claims will be accepted after 10 days. All fixtures must be installed and inspected by a licensed electrician or American Glass Light[®] will have no further liability for damage to goods, persons or personal property. Electrician is responsible to notify us if any electrical or structural part has been materially altered in transport and to correct them prior to installation. American Glass Light[®] warrants its products to be free from defects in material and workmanship for one year from date of purchase. This warranty is limited to the correction of any such defect or the replacement of the defective item if: American Glass Light[®] is properly notified and consents to the return of the item in question, if the item is returned with proof of purchase date and if it is found upon inspection by American Glass Light[®] that the item is defective. This warranty does not cover labor or shipping costs, and specifically excludes any product that has been improperly installed, overloaded, altered or otherwise abused or in which any parts, including glass, have been reworked or replaced outside of our factory and specifically excludes unauthorized labor outside our factory, whether for repairs, removal or reinstallation. This warranty specifically excludes finishes due to the unsuitability of many cleaning agents. There are no other expressed warranties including any warranty of merchantability or fitness for particular purpose. American Glass Light[®] shall not be liable for consequential damages or cost of removal and reinstallation of its products. This warranty is limited to the original purchaser and its term commences on the date of shipment. Other than the described obligations, American Glass Light[®] assumes no further liability with respect to the sale or use of its products.

UL LISTINGS: All fixtures shown in this catalog conform to all applicable UL standards at the time of printing and bear a UL label. American Glass Light[®] reserves the right to change or improve the design or components of any of its products due to parts availability or changes in UL standards or for design or safety purposes, without assuming any obligation to modify any product previously manufactured, and without notice.

RETURNS AND CANCELLATION OF ORDERS: All merchandise is made to order, and therefore, we cannot accept returns or cancellations of orders. When merchandise is placed with the carrier, buyer is responsible for full amount of the invoice. If the buyer, after acceptance of an order by American Glass Light[®] desires to cancel the order, and if American Glass Light[®] chooses to accept such cancellation in writing, the cancellation charges shall be 70% of the total price of the order, or, if greater, the actual costs incurred by American Glass Light[®] with respect to the order as of the time of cancellation.