

## GENERAL TERMS AND CONDITIONS OF SALE

- OPENING OF NEW ACCOUNTS ARE SUBJECT TO CREDIT APPROVAL.
- TERMS OF PAYMENT: 1% 10 DAYS, NET 30 DAYS.
- ALL SHIPMENTS ARE F.O.B. OUR FACTORIES.
- **FREIGHT TERMS:** FREIGHT WILL BE PREPAID AND ALLOWED ON EACH ORDER OR PARTIAL RELEASE THEREOF TOTALLING \$ 1500 (US DOLLARS) OR MORE. ALL SHIPMENTS WILL BE MADE VIA CARRIER SELECTED BY SHIPPER. RESIDENTIAL DROP SHIPS SUBJECT TO ADDITIONAL CHARGES
- FOR SHIPMENTS TO POINTS OUTSIDE OF THE CONTINENTAL U.S.A., FREIGHT WILL BE PREPAID AND ALLOWED ON EACH ORDER TOTALLING \$ 1500 (US DOLLARS) FROM OUR FACTORY TO NEAREST FREIGHT FORWARDER LOCATED IN THE CONTINENTAL USA CLOSEST TO DESTINATION.
- **PRICING:** ALL PRICES SHOWN ARE IN US \$. PRICES SUBJECT TO CHANGE WITHOUT NOTICE. MERCHANDISE WILL BE SHIPPED AT PRICES PREVAILING AT TIME OF SHIPMENT. PRICES ARE VALID FOR MERCHANDISE SHIPPED IN USA.
- AT THE TIME YOUR ORDER IS PLACED, EVERY EFFORT WILL BE MADE TO SHIP IT COMPLETE. IF WE ARE TEMPORARILY OUT OF STOCK, WE WILL AUTOMATICALLY BACK-ORDER UNLESS A WRITTEN CANCELLATION IS RECEIVED. ALL BACK-ORDERS WILL BE SHIPPED AS SOON AS POSSIBLE.
- **SERVICE CHARGE:** A SERVICE CHARGE OF \$ 25.00 WILL BE ADDED TO EACH ORDER UNDER \$ 100.00. SAME DAY SHIPMENTS FROM ONTARIO, CA WAREHOUSE SUBJECT TO A \$ 20.00 EXPEDITE SHIP CHARGE. CALL BEFORE SHIPMENT : \$ 20.00
- **CLAIMS FOR DAMAGES, SHORTAGES AND BREAKAGES:**  
ALL FREIGHT CLAIMS FOR DAMAGES, SHORTAGES AND BREAKAGE, MUST BE NOTED ON THE WAYBILL OF THE CARRIER IMMEDIATELY AT THE RECEPTION OF MERCHANDISE.
- ALL CLAIMS MUST BE REPORTED TO CONTRAST LIGHTING WITHIN TEN (10) DAYS AFTER RECEIPT OF SHIPMENT. CLAIMS NOT REPORTED WITHIN THIS TIME PERIOD WILL NOT BE ACCEPTED.

**RETURN MERCHANDISE:** NO MERCHANDISE MAY BE RETURNED WITHOUT PRIOR AUTHORIZATION FROM OUR COMPANY. REQUESTS FOR RETURNS OF DEFECTIVE MERCHANDISE MUST BE SUBMITTED TO YOUR SALES REPRESENTATIVES OR TO FACTORY CUSTOMER SERVICE. ALL EFFORTS WILL BE MADE TO CORRECT THE PROBLEM IN THE FIELD. IF THE PROBLEM CANNOT BE RESOLVED, AN RMA WILL BE ISSUED. UPON RECEIPT OF RMA, PLEASE PACK MERCHANDISE CAREFULLY AND INDICATE THE RMA NUMBER ON THE CARTON(S). SHIP FREIGHT PREPAID TO CONTRAST LIGHTING. **NO PRODUCT WILL BE ACCEPTED FOR REFUND AFTER 12 MONTHS OF PURCHASE DATE.**

ALL RETURNS WILL BE SUBJECT TO A MINIMUM 25% HANDLING AND FACTORY INSPECTION CHARGE, EXCEPT ON PRODUCTS CONSIDERED BY MANUFACTURER TO BE DEFECTIVE IN WORKMANSHIP AND MATERIALS. UNAUTHORIZED RETURNS AND COLLECT SHIPMENTS WILL BE REFUSED.

**WARRANTY AND OBLIGATIONS:** CONTRAST LIGHTING GUARANTEES COMPONENTS AGAINST MANUFACTURING DEFECTS FOR A PERIOD OF ONE (1) YEAR, UNDER NORMAL USE WITH PROOF OF PURCHASE. THE OBLIGATION OF THE MANUFACTURER CONSISTS OF THE COST OF THE CONVERTER AND COMPONENTS \*(SEE THE FOLLOWING PAGE FOR THE SPECIAL WARRANTY ON CONTRAST MAGNETIC TRANSFORMERS) AND DOES NOT COVER THE COST OF LABOR FOR REPLACEMENT AND TRANSPORT. THIS WARRANTY SHALL NOT APPLY TO PRODUCTS WHICH HAVE BEEN ALTERED, IMPROPERLY USED OR REPAIRED OUTSIDE OF CONTRAST'S FACTORY NOR SHALL IT APPLY TO DEFECTS FOR WHICH WRITTEN NOTICE THEREOF IS NOT RECEIVED BY CONTRAST WITHIN ONE (1) YEAR FROM THE DATE OF PURCHASE.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND WITHOUT EXCLUDING THE GENERALITY OF THE FOREGOING, EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY. SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

THE USE OF OTHER COMPANY'S (NON-CONTRAST) PRODUCTS OR COMPONENTS (i.e. trims) IN CONJUNCTION WITH CONTRAST PRODUCTS MAY NOT BE COVERED BY UL AND CSA APPROVALS, AND COULD BE HAZARDOUS. SUCH USE, WHETHER COVERED BY UL AND CSA STANDARDS OR NOT, AUTOMATICALLY VOIDS ALL CONTRAST PRODUCT GUARANTEES.