

POLICIES: Terms and Conditions

Credit All new accounts must have a credit application and state resale card (CA, NY, OH, TX, VA, & WA only) on file before an order can be processed. An initial order must be over \$2,000.00 US before an open account status can be considered. Open account status for domestic orders is extended only to companies that are: 1) medium or large size, 2) established, and 3) have a good credit history. Unless credit is established, all sales are Check with Order, approved credit card only, no C.O.D.s.

Terms Payment terms are Net 30 days. **All custom orders require a 50% deposit.** Late charges of 1-1/2% per month will be added to all past due invoices and represent the deferred price of the item purchased. Fiberstars reserves the right to hold any orders if an account has open invoices which extend beyond payment terms.

Orders Orders will only be accepted with a written purchase order signed by an authorized agent of the issuing customer.

Minimum Billing Any order less than \$100.00 will incur a \$25.00 additional processing charge.

Cancellation If a sales order is cancelled after the order has already passed credit and is in production, there will be a \$100.00 cancellation processing fee as well as up to a 50% restocking charge.

Freight All prices are **F.O.B. Factory, NO Freight Allowed.** Unless otherwise specified, method of shipment will be determined by Fiberstars, Inc. Orders requesting same day shipment will incur a \$25.00 additional processing charge. All estimates of freight costs before actual shipment are only estimates and Fiberstars is not liable for the difference between an estimate and the actual cost of the shipment. Purchase orders must include "FOB/factory" and "Prepay & Add." Any special shipping instructions (i.e. Overnight) must be indicated on purchase order.

Loss or Damage The customer should take up loss or Damage Loss or damage of shipments with the customer's local agent of the shipping firm. We will provide a copy of the original bill of lading and can provide assistance in filing your claim with the carrier.

Limited Warranty Fiberstars, Inc. warrants its fiber optic cable to be free from defects in material and/or workmanship, under normal use and service, for a period of **two years** from the date of original purchase, provided the product is installed to the specifications outlined by Fiberstars. Fiberstars, Inc. warrants its illuminators, hardware and fixtures *excluding the lamp* to be free from defects in material and/or workmanship, under normal use and service, for a period of **one year** from the date of original purchase, provided the product is installed to the specifications outlined by Fiberstars. In the event of a defect in material or workmanship during the warranty period, Fiberstars will repair or replace (at its option) your lighting system component, under the conditions of the warranty. See Limited Warranty Policies sheet for details.

Returns All returns require a Return Goods Authorization Number (RGA #). Fiberstars will not be responsible for product returned without an RGA #. Call Fiberstars' Customer Support Department at (800) 327-7877, ext. 300 before returning any goods to Fiberstars, Inc. A minimum restocking charge of 50% will be made on standard products returned in their factory sealed shipping cartons within three months of original shipping date. Customer is responsible for shipping both ways. Custom products, including fiber optic cable cut to length, are not returnable. Refer to Returned Goods Authorization Policies sheet for further details.

Taxes Any Federal or State Excise Tax for which we may be liable on any sale will be charged to and paid by the buyer. Customer is responsible for furnishing resale certificate.

Payment of Invoices Remit to Fiberstars, Inc., 44259 Nobel Drive, Fremont, California 94538. Phone: (510) 490-0719 or (800) 327-7877, Fax: (510) 490-3247 or (510) 490-3058.

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In the event of a defect in material or workmanship during the warranty period, Fiberstars will repair or replace (at its option) the component(s) under the conditions of this Warranty. Fiberstars will do so at its expense for the cost of materials but not for shipping. **THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS RELATING TO ANY BREACH OF WARRANTY BY FIBERSTARS.**

LIMITATIONS, EXCLUSIONS AND OTHER RIGHTS:

- A. EXCEPT AS PROVIDED HEREIN, FIBERSTARS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. Some states do not allow the exclusion of an implied warranty, so the above exclusion may not apply to you.
- B. IN NO EVENT SHALL FIBERSTARS BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF FIBERSTARS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS DISCLAIMER APPLIES DURING AND AFTER THE WARRANTY PERIOD. Some states do not allow the exclusion or limitation of indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- C. Fiberstars is not responsible for defects or malfunctions in and/or damage to Lighting Systems where a sale is specifically made without warranty. In such sales, the disclaimers of warranty and liability, set forth above, shall continue to apply.
- D. This Warranty covers normal consumer use and does not cover damage which occurs in shipment or failure with results from alteration, accident, theft, misuse, abuse, abnormal use, negligent installation, improper maintenance or where adequate care has not been taken to prevent ice or snow damage to the Lighting System.
- E. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

If you discover a defect or malfunction during the period to which this Warranty applies, write or phone Fiberstars for information on receiving warranty service. Please address your inquiries to:

Fiberstars, Inc.
Warranty Service/Customer Support
Commercial Lighting Division
44259 Nobel Drive
Fremont, CA 94538 USA
1-800-327-7877 ext#300