

Terms and Conditions of Sale

Retail Price List

The Retail Price List is in U.S.D. currency. Our prices include ground shipping within the 48 contiguous states in the United States, for orders over \$2500.00 net, per shipping address. We do not impose a minimum purchase amount. Prices are subject to change without notice at the discretion of Hèmèra Inc.

Hèmèra Stocking Distributor

A display order of Hèmèra Inc. products is required in order to qualify as a Hèmèra Stocking Distributor. Please consult the sales department for additional information.

Application for Credit

First-time customers must prepay orders in full unless prior credit authorization has been received. A credit application and a W9 form both completed and signed along with a State resale tax certificate number must be submitted.

Terms

Open account terms: Net 30 days from date of invoice subject to credit approval. Past due invoices are subject to 1.5% per month (18% per year) service charge. Delinquent accounts sent for collection will be liable for legal, court and collection costs. Billing errors: Notify the Hèmèra Inc. accounts receivable department within 10 days of invoice date.

Freight and Shipping

Our prices include ground shipping within the 48 contiguous states in the United States, for orders over \$2500.00 net, per shipping address. Orders under \$2500.00 net will be shipped cheapest/best way and added to invoice, order may also be shipped collect at client's request. Air shipments will be collect only. Any back charges, due to incorrect address or incorrect ZIP code supplied by the client or in-transit destination deviation requested by client, will be invoiced to the client. Any charges incurred in shipment (loading/unloading, inside delivery, etc.) are the responsibility of the customer exclusive of any freight allowance.

Returns

No merchandise will be accepted for return without a Return Merchandise Authorization (RMA) issued by Hèmèra Inc. Requests for return must be made within 30 days of shipment date. A 25% restocking fee will be charged on all returned merchandise. The RMA number must be clearly marked on all returned goods. Merchandise must be returned within 30 days from RMA date. No returns will be allowed on custom or special order items. Returned merchandise must be packed with the same wrappings which were originally employed, if available. If unsatisfactory packed and if a freight claim cannot be made by Hèmèra Inc., client will be charged for repair and replacement of the damaged parts. No credit will be issued for return merchandise received in non-saleable or non-salvageable condition.

Freight Claims

Claims for damage or shortage must be filed in writing with both Hèmèra inc. and the inbound carrier within 48 hours of receipt. Retain all packaging material. Errors in shipping: Factory must be notified in writing within 48 hours of receipt.

Custom and Large Volume Orders

A 50% non refundable deposit is required with the confirming order, with the balance due before shipment of the order. Costs incurred for product development, drawings, samples and related services will be charged and prepaid. Custom and large volume orders are noncancellable and non-returnable. A signed, written confirmation is required for these orders.

Limited Warranty

Hèmèra Inc. warrants to the reseller, for one (1) year only, from date of purchase, that its products are free from defects on material or workmanship. Hèmèra Inc.'s obligation is expressly limited to the repair or replacement of the fixture or its equivalent, only after prior written authorization has been granted and provided that (a) manufacturer is notified in writing and consents to the return of the item(s) in question; (b) the item(s) is/ are returned with proof of purchase date, and (c) it is found upon inspection that the item(s) is/are defective as noted above. This warranty does not cover labor costs, nor shipping cost, nor costs incurred in the installation of warranted product(s), nor does it apply to any product that has been improperly installed, overloaded, altered, or otherwise abused. Due to the unsuitability of many cleaning agents, the finishes are specifically excluded from the terms of this warranty. Other than the described obligation, manufacturer assumes no further liability for the sale or use of its products. This warranty is in lieu of all other warranties, expressed or implied, and without limiting the generality of the foregoing phrase, excludes any implied warranty of merchantability. Also, there are no warranties which extend beyond the descriptions of the product on the company's literature setting forth the terms of sale. If bulbs are provided as a convenience only, they are not under warranty by Hèmèra Inc.

Note

Possession of this price list does not constitute the right to purchase the enclosed products. All information contained herein is confidential. Hèmèra Inc. is not responsible for typographical errors.



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