

## TERMS & CONDITIONS OF ORDER ACCEPTANCE

### I. TERMS OF PAYMENT:

- A) Net 30 Days – 1 1/2% per month service charge thereafter (equivalent to 18% per year).
- B) Invoice errors must be reported within 30 days from date of invoice.

### II. CONDITIONS:

- A) All orders are subject to \$1500.00 minimum billing.
- B) All prices, models & material specifications subject to change or withdrawal without notice.
- C) Prices **DO NOT** include lamps, plaster frames, or stems sets unless otherwise specifically noted. Fusing, Greenfield connectors, access plates and special wire leads are optional equipment and are not included in our pricing unless otherwise noted.
- D) All orders and / or releases must be received on customers order form and must include all details order is subject to by customers request.
- E) All orders are subject to terms and conditions contained herein.
- F) Orders cannot be cancelled without written consent and then only upon terms which will compensate us against loss. Custom made or modified versions of standard catalog units are not subject to cancellation.
- G) Mark Lighting will not be responsible for adherence to plans and specifications unless they accompany order and are accepted as such.
- H) Submittal cuts for approval on standard catalog items as well as drawings or custom and / or modified versions of standard units, will not be released until signed approval for submittal or written waiver of approval has been received by Mark Lighting.
- I) Mark Lighting **DOES NOT** accept any responsibility for any penalty clauses or back charges on project contracts.

### III. TRANSPORTATION:

- A) Freight will be prepaid and allowed on all orders or partial releases totaling \$10,000.00 in value. Orders and releases of less value will be shipped prepaid and charges added to the invoice.
- B) Shipping dates, noted on order acknowledgment, are approximate and based on present production schedules which are subject to change.

### IV. CLAIMS AND ADJUSTMENTS:

- A) Our responsibility ceases upon acceptance of merchandise by carrier. All claims for losses or damage in transit must be filed by customer with the carrier.
- B) Report of shipping errors or concealed shortages must be made within 7 days after receipt of merchandise.
- C) Mark Lighting's sole obligation and Buyer's exclusive remedy against Mark Lighting in the event of defective merchandise shall be limited to the repair or

replacement of the merchandise, at Mark Lighting's option, at its own cost and expense (but excluding site labor charges). Mark Lighting shall not be liable for any other damage or loss which may be sustained or claimed.

- D) Upon request, Mark Lighting will provide evidence of goods turned over to a carrier, but reserve the right to charge a reasonable fee for all proof of delivery requests.

V. RETURN GOODS:

- A) No merchandise accepted for credit unless written authorization is received from Mark Lighting. Requests for return must be made within 60 days from the date of shipment.
- B) Custom and/or modified versions of standard units, special finishes, or discounted equipment are not returnable.
- C) If return is accepted, a numbered R.G.A. will be issued. All cartons being returned must bear this R.G.A. No.
- D) Return goods authorization will be void if return is not received 45 days after date of issuance. Returns must be made via prepaid freight and subject to a \$50.00 or 50% minimum restocking charge (whichever is greater) plus any cost of reconditioning we deem necessary.

VI. GENERAL:

- A) Mark Lighting will not be liable for late delivery and/or inability to perform due to circumstances beyond our control, including strike, riot, blackout, war, accident, fire, flood, disaster, equipment breakdown, suppliers delay, order clarification, lack of approved drawings, shipping space, government acts or regulations or any restrictions on material, labor, manufacturing, deliveries or shipments.
- B) Any governmental charge or tax which may now or in the future become effective and/or imposed by federal, state or municipal authorities upon production, sale, or shipment of goods hereunder shall be added to the prices and paid by the customer.

VII. GENERAL CONDITIONS:

All orders are subject to acceptance by Mark Lighting headquarters and are not binding upon Mark Lighting until so accepted. Mark Lighting shall not be bound by any terms or conditions, whether contained in purchaser's purchase order or otherwise, unless stated in these Conditions of Sale, on Mark Lighting's Acknowledgement or on Mark Lighting's Quotation. Orders are not cancellable except on payment to Mark Lighting for work performed. Orders received without a specific shipping date will not be processed for production until a definite date is given.

VIII. LIMITED WARRANTY:

- A) Disclaimer –  
Except as contained in these Conditions of Sale, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B) Fluorescent Ballasts

Mark Lighting uses only fluorescent ballasts which are produced by responsible manufacturers. Such ballasts as may fail in service within the period of one year from date of shipment, under normal service, will be replaced. Mark Lighting does not assume any freight or labor charges or replacements.

All ballast are CMB/ETL approved "P" type unless otherwise noted or ordered. All slimline ballasts are series sequence style.

The ballasts in the body channel may be installed in one of several positions. Mark Lighting does not guarantee positioning of ballasts unless order specifies particular location.

C) Fixtures

Mark Lighting's equipment when properly installed and under normal conditions of use, is guaranteed against mechanical and electrical defects for a period of one year from date of shipment. Damage incurred in transit or from handling is excluded from the terms of this guarantee. When customary or minor assembly or corrective expenses are involved, it is the Contractor's obligation to make corrections or adjustments at its cost and expense.

At its option, Mark Lighting will repair or replace, any fixture defective as provided herein if such fixture is returned by the purchaser to Mark Lighting within one year from the date of shipment, freight prepaid, provided Mark Lighting has issued a written "Return Goods Authorization" SUCH REPAIR OR REPLACEMENT IS THE EXCLUSIVE REMEDY AGAINST MARK LIGHTING AND MARKLIGHTING IS NOT RESPONSIBLE FOR DAMAGE OF ANY SORT WHATSOEVER, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES. This guarantee extends only to replacement of defective fixtures or components and no allowance will be made for purchaser's labor unless specifically authorized in writing by Mark Lighting headquarters prior to any work being performed. No deduction may be made from remittances without written authorization from Mark Lighting headquarters.

IX. APPLICABLE LAW:

The rights and obligations of the parties shall be governed by the laws of the State of New Jersey.