

## Terms and Conditions

### Prices and Terms

- 1 All previous prices are superseded.
- 2 Prices are FOB factory, Westwood, New Jersey and may be changed without notice. Fixtures are shipped without lamps, except Exit line.
- 3 All orders are subject to acceptance by the factory. Orders cannot be cancelled without written consent, then only if the factory is reimbursed for any labor or material expenditures.
- 4 Orders must be shipped to a destination within a wholesaler's normal trading area. The factory reserves the right to refuse orders which are to be transhipped to another trading area.
- 5 The factory acknowledgment contains the only conditions of sale. Purchase order terms are not binding upon the factory unless added to the acknowledgment. Modifications of conditions of sale are not binding unless authorized in writing by the factory.
- 6 Excepting replacement parts, any order under \$200.00 is subject to \$25.00 minimum handling charge.
- 7 Prices are net ten days. Invoices dated 1st to 15th are due on the 25th of that month. Invoices dated 16th to month end are due on the 10th of the following month.

### Freight and Delivery

- 1 Freight is allowed on single net value shipments of \$5000.00 in the continental U.S.A. Shipments over the minimum to Alaska, Hawaii, Puerto Rico or export are freight allowed to the dockside in New York City.
- 2 Carrier and routing are factory's choice.
- 3 Partial shipments at customer's request are at his expense for extra freight.
- 4 Shipping dates are approximate. No responsibility will be accepted for delays beyond our control.
- 5 All shipments travel at purchaser's risk. Factory responsibility ends upon acceptance by the carrier. Title passes to the purchaser at that time.
- 6 Claims for shortages or damage in transit must be filed promptly by the consignee with the carrier.
- 7 Fixtures are usually packed two per carton. The factory may use single or multiple pack where the product shape or weight indicates.
- 8 Weights are approximate, per fixture.

### Errors and Liability

- 1 Every effort is made for accuracy in our literature or submittals. It is possible for some error or omission to occur. No responsibility will be assumed.
- 2 Charges will not be accepted for labor or material on the job except if authorized in writing and signed by a company officer.
- 3 The company reserves the right to discontinue or modify its products without notice. No obligation will be assumed.

### Guarantee

- 1 Every fixture is guaranteed for six months after date of shipment when operated under normal conditions.
- 2 This guarantee is limited at our discretion to the repair or replacement of defective material or workmanship. Repairs will be made without charge but require a written authorization RGA from the factory. Fixtures must be sent prepaid to Westwood, New Jersey.
- 3 Minor correction to fixtures in the field are the contractor's obligation. No labor charges will be accepted unless approved in advance by letter from the factory signed by a company officer.
- 4 Ballasts are warranted by the manufacturer thereof. Claims for defective ballasts should be sent to the ballast manufacturer for service in accordance with his terms. Kurt Versen Company assumes no responsibility for labor or material to repair ballasts.
- 5 No agent, dealer or employee is authorized to offer any guarantee except as expressed herein unless made in writing by a company officer.
- 6 All standard products are UL listed, union made IBEW in accordance with the National Electrical Code.

### Returns

- 1 Return requests must show the invoice number and date, and be within 90 days of the shipment date.
- 2 Merchandise returned without prior written consent will be refused. Authorized returns must be sent prepaid within 30 days of the RGA date. Collect shipments will be refused.
- 3 A minimum service charge of 35% covers handling and restocking. Repacking and repairs are in addition. Final credit will be determined by the factory after inspection of returned items.
- 4 Discontinued, modified or special construction fixtures cannot be returned.
- 5 Merchandise must be in original unopened cartons. Fixtures which have been removed from the carton cannot be returned. All returns are inspected. Damaged fixtures will be credited less repair cost or at salvage value. Returns are limited to 10% of the original shipment unless exchanged for other fixtures for the same job.
- 6 Fixtures authorized for return due to factory defect or error will be accepted for full credit without service charge.