

TERMS AND CONDITIONS OF SALE

HOLD ORDERS

Orders entered on a "hold for release" basis will not be accepted unless they contain an approximate release date. Production and procurement of components not normally stocked will be withheld until a firm release date is given.

QUOTATIONS

Written quotations are authorized for a period of 30 days unless otherwise indicated. Newman Lighting reserves the right to withdraw any quote prior to its formal acceptance. All quotes on equals are subject to approval after submittal of cuts. We cannot guarantee approval. Quotations are based on complete shipments at one time or in truckload quantities unless otherwise stated in writing on our quotation. Acceptance of orders can only be made at the home office.

CANCELLATIONS

No order can be canceled without written consent or without payment for work performed. If an order is canceled after shipment or if delivery is refused at destination, all warehousing delivery and return costs will be charged to the customer.

FREIGHT

All units are priced F.O.B. factory, full freight allowed on orders of **\$1,500.00 or more** for release on one shipment to one destination. Routing is at the discretion of the factory. We will ship in the manner selected by the customer if the customer will assume any additional transportation charges.

TRANSPORTATION CLAIMS

All our material is regularly inspected by the transportation authorities who assumes responsibility for both apparent and concealed damage by improper handling. Title passes to the purchaser upon delivery by us to the carrier and all claims for damage and shortages in transit shall be made by purchaser with delivering carrier. We shall be glad to assist when called upon.

RETURN OF GOODS

All return goods must be accompanied by a return goods authorization from the factory. Return goods authorization request must be made within three months of original date of shipment. Only claims for stocking items are accepted for return and material must be shipped to the location designated by the factory and shipped prepaid. Expenses for freight both ways and a minimum service charge of 35% will be charged on all goods to partly defray the costs of handling, packaging, and placing the product in a saleable condition. Authorization will not be granted when value of all items to be returned is less than \$50.00.

FIXTURE GUARANTEE

All fixtures are guaranteed for a period of one year from defects in manufacturing providing the defect develops under normal and proper use. This guarantee is applicable only to the replacement of a defective fixture or components with positively no labor allowance unless specifically authorized in writing by the factory before such work is begun.

BALLAST GUARANTEE

Our ballast guarantee is the same as that of the ballast manufacturer. Claims for defective ballasts found to be under warranty are to be made directly to the ballast manufacturer through their local ballast service center or the field representative. Labor charges for replacement of defective ballasts will not be acceptable to Newman Lighting, but must be authorized by the ballast manufacturer.

FIXTURE DIMENSIONS

Fixture dimensions are subject to change without notice. Consult factory for verification.