

## Rep Terms & Conditions

Effective 2/01/10



### RETURN OF MATERIALS

- a) All requests for returns must be made in writing by the company that originally purchased the material. Information required includes the invoice number, the description and quantity of the goods and the reason for the return. Request should be forwarded direct to our Irwindale, CA office.
- b) **No material may be returned without prior approval.** Unauthorized returns will be refused.
- c) No material may be returned after one year from date of purchase.
- d) Obsolete and custom products are not returnable.
- e) All returned materials must be in re-salable condition, in original cartons, for credit to be issued. Actual credit will be determined after receipt and inspection at the Factory. Customer will be advised of any discrepancy prior to issuing credit.
- f) If returned material is damaged by the carrier, claims are the responsibility of the Customer. Goods will be held for thirty (30) days and then scrapped.
- g) Restocking Charge is 50%.
- h) The customer is responsible for all the freight charges for returned material sent back to the Factory.

### WARRANTY

Under normal use and under conditions for which the product was specifically designed, products are warranted to be free from defects of materials and workmanship for a period of (1) year from date of purchase. This warranty does not apply to lamps or ballasts or damage as a result of misuse, improper installation, alteration, accident, vandalism or negligence. All claims must be submitted to Airey-Thompson™ in writing, prior to returning to the factory. Airey-Thompson™ reserves the right to repair, replace or refund the purchase price of any defective item upon receipt and inspection of the item, at our factory. Airey-Thompson™ shall not be held responsible for any labor or material charges involved in replacing the defective item.

The company shall have no liability whatsoever in any event for payment of incidental or consequential damages, including without limitation, installation costs and damages for personal injury and property. These products may represent a possible shock or fire hazard if improperly installed or altered in any way.

This warranty does not apply to any product which has been improperly installed in accordance with current local and/or the National Electric Code (NEC).

### LIMITATION OF LIABILITY

- a) Airey-Thompson's sole obligation (and Buyer's sole and exclusive remedy) with respect to any goods which are proven to be defective shall be the repair or replacement of such goods at Airey-Thompson's option.
- b) Airey-Thompson™ shall not be liable for any damages in excess of the purchase price of such goods and under no circumstances shall Airey-Thompson™ be liable for incidental or consequential damages or losses of any nature or description whatever.
- c) Certain products may have a specific Warranty or Limitations of Liability different from the above are included with the goods affected, and the terms of any such specific Warranty or Limitation will supersede the above.