## **EFFECTIVE FEBRUARY 1, 2022**



# **TERMS**

Terms are "Net 30 Days" for customers with approved credit. Past due invoices will be subject to a service charge equal to 1 1/2% per month. C.O.D. accounts are responsible for preparing the payment for the carrier upon delivery. All C.O.D. fees are the responsibility of customer regardless of order size.

### **GENERAL CONDITIONS**

Orders will be billed at prices in effect at time of shipment. Prices are subject to change without notice.

# **CUSTOM COLORS**

All custom colors must be approved, in writing, by the customer before the order is processed. Standard custom color set-up fee will apply per color. Some custom colors may warrant a higher set-up fee.

#### SAMPLE POLICY

Customer will be billed for the cost of the sample and any freight charges incurred. Design may change at factory's discretion. The samples are returnable at customer's expense but not restock fee will be applied.

#### **DEFECTIVE PRODUCT**

Once determined defective and upon written approval, ANP Lighting will repair or replace freight prepaid, any ANP Lighting product defective in workmanship or materials. ANP Lighting reserves the right to ship replacement parts via the most economical way. Customer is responsible for any freight charges over normal ground rates. Such replacement is the exclusive remedy against ANP Lighting should any of the fixtures delivered prove defective and reserves the right to determine the best method of correcting problems.

Written approval is necessary for any charge-back of labor or material. No charges of rental equipment or time will be covered, unless agreed upon in writing before said work is completed.

### **EXPEDITE FEE**

Orders requiring special or expedited lead times will be assessed a fee.

# **FREIGHT POLICY**

- \* Poles are not considered RLM or Architectural product and are F.O.B. Montclair, CA 91763
- \* Freight allowed on Architectural products \$4000 (shipping paid to the continental US border)
- \* Freight allowed on RLM products \$2500 (shipping paid to the continental US border)
- \* Any extra delivery charges are customer's sole responsibility and will be billed. (Some examples: 24 hour notice, lift gate, construction or residential deliveries, etc)
- \* If anchor bolts and template are required before scheduled ship date, a separate freight charge will apply.
- \* If anchor bolts are shipped for a hold for release order, the cost of the bolts will be invoiced and customer is responsible for freight regardless of the total order size.
- \* Freight allowed orders requiring AIR service or other excessive freight charges will only be allowed standard ground freight LTL charges. Additional freight cost will be billed.

## **NON FREIGHT ALLOWED ORDERS**

Freight F.O.B. Montclair, CA 91763.

Poles are not considered RLM or Architectural product and are F.O.B. Montclair, CA 91763.

## **OUTSIDE CONTIGUOUS U.S.A**

Transportation charges to points outside the contiguous USA will be the responsibility of the customer. The customer must provide either their UPS or FedEx account number to bill the freight charges on, as ANP will no longer bill those charges to the invoice. If shipment moves via LTL carrier, all the freight arrangements must be made by the customer.

## FREIGHT CLAIMS

Title passes to consignee on delivery to carrier. Freight claims are your responsibility. All concealed damage/piece shortages and damaged merchandise claims must be filed by receiving party to the delivering carrier. ANP Lighting will not accept claims for any of the above. File your claim with the carrier for loss or damage. Shipments travel at PURCHASER'S RISK. If in the unlikely event the merchandise is defective, the claim to ANP Lighting must be made within **ten (10) days**.

#### CANCELLATION/RETURN OF MATERIAL

Cancellation Requests must be received in writing. A cancellation fee of 50% may be applied.

## **RETURN OF MATERIAL**

Material cannot be returned without prior written permission from the Factory. Requests to return material must be made within 30 days from the date of shipment and must show customer's order number, ANP Lighting invoice number and date. Material accepted for credit is subject to a 40% restocking charge, freight both ways, and any reconditioning and repackaging charges that are necessary. Return shipments must be made within 30 days from RGA Date. Material must be new, in original Factory cartons, subject to inspection.

DAMAGED OR UNSALEABLE MATERIAL WILL BE CREDITED AT SALVAGE VALUE OR LESS COST OF REPAIRS.

CUSTOM-MADE OR DISCONTINUED ITEMS ARE NOT RETURNABLE MATERIAL.