# My Design Lighting Catalog • RLM

U.L. Listed. All Products High Quality Aluminum Construction.

prices subject to change

# **TERMS & CONDITIONS OF SALE**

#### TERMS

Terms are "Net 30 Days" for customers with approved credit. Past due invoices will be subject to a service charge equal to 1 ½% 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** 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 no restock fee will be applied.

# **FIXTURE WARRANTY**

ANP RESERVES THE RIGHT TO ASK FOR SAID DEFECTIVE PRODUCT TO BE RETURNED FOR INSPECTION. IN SOME CASES, REPLACEMENT PRODUCT WILL BE INVOICED UNTIL A DETERMINATION BY ANP THAT PRODUCT IS IN FACT, DEFECTIVE

**Once determined defective**, ANP will repair or replace freight prepaid, any ANP product defective in workmanship or materials. ANP 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 should any of the fixtures delivered prove defective, and is limited to one year from date of shipment for materials and 90 days for labor. We reserve the right to determine the best method of correcting problems.

#### WRITTEN APPROVAL IS NECESSARY FOR ANY CHARGE-BACKS OF LABOR OR MATERIAL. COMPONENTS NOT MANUFACTURED BY ANP ARE SUBJECT TO THE ORIGINAL MANUFACTURER'S WARRANTY

# **BALLAST WARRANTY**

Ballasts, capacitors and igniters are guaranteed by the ballast manufacturer. Units will be exchanged by the local ballast manufacture's authorized dealer or by ANP Lighting, acting as their agent. Neither the ballast manufacture, his agent nor ANP Lighting will honor cash reimbursement claim to cover material charges for replacement ballasts, capacitors or igniters. No charges for rental of equipment or travel time will be paid by ANP Lighting. If the customer feels they will want labor reimbursement, they need to handle the defective item DIRECTLY through the ballast manufacturer.

# **LED Platform and Tower Warranty**

LED platform/tower will be warranted for a period of 7 years from date of shipment from the factory. A typical year is defined as 4380 hours of operation. Failure defined as more than 8% of the total platform/tower not operating. The driver will be covered under warranty for 5 years from date of shipment from factory.

#### **EXPEDITE FEE**

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

#### **FREIGHT POLICY**

IF ANCHOR BOLTS AND TEMPLATE ARE REQUIRED BEFORE SCHEDULED SHIP DATE, A SEPARATE FREIGHT CHARGE WILL APPLY.

### **FREIGHT ALLOWED**

Minimum freight charge may apply. Arbitrary charges from carrier such as but not limited to lift-gate service, restricted area, residential and construction site delivery are not included in freight allowed orders and will be billed. 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. Minimum freight charge may apply and may be shipped entirely at customer's expense.

#### **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 <u>PURCHASER'S RISK</u>. 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's 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. CUSTOM-MADE OR DISCONTINUED ITEMS ARE NOT RETURNABLE MATERIAL. 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.



