

PERFORMANCE LIGHTING

Terms and Conditions / Warranty

Payment Terms

Net 30 – Payment due 30 days after invoice date. A 1.5% per month service fee will be added to past due accounts. PIL-USA reserves the right to set a credit limit for the Buyer, and may suspend shipment whenever Buyer exceeds this limit, even if no money is past due.

PIL-USA reserves the right to require payment in advance for delivery of product depending on financial condition of Buyer or size of order.

PIL-USA shall be entitled to reimbursement by the Buyer for all expenses (including attorney fees and other costs) incurred in connection with the collection of moneys due.

If any shipment, made in accordance with Buyer's instructions is refused by the Buyer, Buyer shall be responsible for payment as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for storage, handling, re-delivery or interest charges, and shall pay such charges as invoices are rendered.

PIL-USA shall retain a security interest in all goods sold until full payment of purchase price (including any service charges) has been paid by the Buyer. PIL-USA may have other rights and recourse afforded by the Uniform Commercial Code.

Packaging, Shipment, Freight Terms and Delivery

All material is sold and all shipments made FOB PIL-USA factory.

On orders over \$7500 net invoice value, freight to points in the contiguous United States will be prepaid by PIL-USA; customer will not be invoiced. For such shipments to Alaska or Hawaii freight will be prepaid only to the designated port in the contiguous US, collect charge beyond.

On orders less than \$7500 net invoice, domestic freight will be prepaid and charged.

On All Shipments for which Buyer requests airfreight, dedicated truck or other special carrier service, the service charge will be prepaid and charged to Buyer.

Foreign freight terms vary.

PIL-USA will use its own discretion in packaging, unless the Buyer specifies differently. Any additional costs for special packaging will be paid by the buyer.

PIL-USA will use its own discretion in routing all shipments, and reserves the right to select carrier and truck size.

If any shipment is made in accordance with the Buyer's instructions and additional labor or carrier costs are incurred, such costs shall be paid by the Buyer.

Estimated/acknowledged shipment dates provided by PIL-USA either verbally or in writing is our best approximation and shall not be deemed to represent a fixed or guaranteed date unless stated otherwise.

Shipment of merchandise is subject to any and all delays including, but not exclusive of, strikes, fires, riots, wars, weather, inability to obtain materials or parts and, government regulations or other conditions. PIL-USA shall not be responsible for any damage or loss resulting directly, indirectly, incidentally or consequentially from such delayed shipments or inability to ship.

PIL-USA reserves the right to make partial shipments unless the Buyer expressly stipulates otherwise.

NOTE: This applies to all shipments: If due to unknown or incomplete information supplied to PIL-USA additional freight charges are incurred, PIL-USA will in turn invoice the BUYER for such additional fees. This includes but is not limited to fees for shipments to residential neighborhoods, lift gate required, limited access areas, changes of address, incorrect address, etc.

Quotations

Quotes are good for 30 days unless otherwise stated.

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Minimum Orders

A \$50 processing fee is required for orders below a \$250 value.

Replacement Orders

When a replacement product is needed due to a site issue or defect product, PIL-USA requires a replacement purchase order from the BUYER. The replacement invoice is credited if upon inspection it's determined failure is due to a product/factory issue.

If failure is determined to be a site/installation issue, no credit is issued; customer is responsible for the replacement order invoice. If customer requires defective product shipped back to them, PIL-USA must be notified within 15 working days otherwise product is discarded.

Acknowledgements and Delivery

The acceptance of the Buyers purchase order is contingent upon written acknowledgement by PIL-USA.

Many catalogued items are stocked and available for immediate shipment. In all cases, PIL-USA will do its utmost to meet customer requirements but cannot be responsible for delays beyond its control. No liability shall be sustained by PIL-USA by reason of not filling any order or portion thereof due to such delays.

Custom Items

Custom items as defined by PIL-USA are items which are modified, custom, or not catalogued.

Such items are not subject to cancellation or return.

100% payment in advance is required in order to release for production.

Cancellations

Any revisions or cancellations of orders in production must be processed to PIL-USA within 24 hrs.

Cancellations or changes for standard catalogued items are subject to a cancellation fee of up to 50%.

Cancellation fee will be assessed for products manufactured or partially manufactured.

Non-stock, modified, custom color, custom items, or discontinued items are not subject to cancellation.

Returns

All returned good must be accompanied by a Return Goods Authorization (RGA issued by PIL-USA).

PIL-USA reserves the right to refuse to issue an RGA.

Requests to return non-defective items must be made within 90 days of shipment.

A standard 50% restock fee will be applied.

Non-stock, modified, custom color, custom items, or discontinued items are not subject to return.

Items must be returned in original factory-sealed cartons in salable condition. Returns must be shipped freight prepaid within 31 days of RGA issue date. All items returned are subject to inspection and must be in 100% resalable condition. If product is returned and is not in 100% resalable credit may be denied, or restock fee may increase.

Credit will not be issued for materials damaged as a result of improper packaging.

If goods are not returned within 31 days of RGA issue date, RGA is void; if RGA is re-instated there will be a 25% additional fee applied no matter if RGA is due to Buyer error or PIL-USA error.

Orders valued under \$250 are not subject to return.

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Claims, Adjustments and Warranty

PIL-USA's sole responsibility and obligation in the event of defective merchandise shall be limited to the repair or replacement at PIL-USA's option, of the defective merchandise and its own cost and expense. PIL-USA shall not be responsible for any other damage or loss which may be sustained or claimed, including but not limited to incidental or consequent damages.

Claims for shortages, losses, and apparent or concealed damages sustained in transit shall be made by the Buyer against the carrier. Claims for shipping errors, shortages, or concealed shortages will be waived unless made in writing to PIL-USA within 15 days of receipt of product shipment.

Failure to make any such claim within 15 days shall constitute acceptance of the merchandise and waive any such shortages, errors or other claims.

Fixtures are supplied without lamps. If lamps are supplied by PIL-USA as an accommodation, PIL-USA will assume no responsibility for damage or looseness of lamps.

PIL-USA warrants that its products in workmanship and materials for five years after shipment. This warranty includes finishes and installations in coastal and natatorium environments. PIL-USA will decide whether to repair or replace any PIL-USA products defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against PIL-USA and is limited to five years from date of shipment.

No charge-back or charge for labor or material that does not have PIL-USA's prior approval will be honored.

PIL-USA reserves the right to determine the method for replacement or repair. PIL-USA is not responsible for any consequential or incidental damages in connection with any breach of its warranty.

If product is modified after delivery warranty is void.

Ballasts, battery backs, drivers and control gears are covered by their respective manufacturer's warranty and do not fall under PIL-USA's warranty terms.

PIL-USA is not responsible for any products subjected to inappropriate application and/or installation or any products modified in any way that is not in accordance with our instructions or without authorization by PIL-USA.

Specifications

Merchandise will be shipped in accordance with current PIL-USA catalog pages or approved drawings. In the event of a conflict between a Buyer's written purchase order and a PIL-USA drawing or catalog page marked approved by Buyer, the drawing or catalog page shall prevail.

PIL-USA reserves the right to change details of design, materials or finish in any way that will not alter installed appearance or reduce function or performance.

PIL-USA will not be bound by general or blanket instructions not included in the Buyers purchase order. Such general phrases as all material supplied as per plans and specifications when included with order are not valid unless specifically accepted by PIL-USA in writing.

Every effort is made to avoid errors and omissions in catalogs, price sheets, drawings and other media. PIL-USA will not be responsible for charge backs in connection with such errors or omissions unless prior approval is given by a PIL-USA officer.

General

These terms and conditions shall apply to every order acknowledged by PIL-USA unless specific exception is noted on our printed acknowledgement. All additions, deletions or other changes to an order are subject to all the terms and conditions stated above. In the event of a conflict between the Buyer's and PIL-USA's terms and conditions, the Buyer, by virtue of the acceptance of a printed PIL-USA acknowledgement, acknowledges that PIL-USA's terms and conditions shall take precedence and apply.

All contracts with PIL-USA, and all terms and conditions in connection with such contracts, shall be subject to the laws of the State of Georgia.

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