

# Terms and Conditions

**THE CATALOG:** This catalog has been prepared for the specifier. Every effort is made to avoid errors and omissions in catalog data. We appreciate those users who call our attention to discrepancies. **Borden Lighting** reserves the right to change specifications and/or designs at any time without notice.

**SPECIFICATIONS:** As a design professional, you take responsibility for specifying the correct products. Refer to the catalog data for the specifics of each fixture. Call the factory or your representative if there are any questions about how to specify a fixture. Our quotations are based on specification information provided. Specification errors are the responsibility of the specifier.

**STANDARDS:** All our lighting fixtures are Underwriters' Laboratory, Inc., (UL) labeled and carry the I.B.E.W. Union Label. They carry the "C-UL" label, denoting they are approved by CSA for use in Canada. Maximum wattages indicated are subject to change according to UL requirements. Although always meeting the UL standard for materials and fabrication our fixtures frequently exceed them.

**PRICING:** Packing charges are included. Any applicable taxes are not included. LAMPS ARE INCLUDED. **Borden Lighting** will pay freight on orders of \$4000 or more in the continental U.S. Shipments of less than \$4000 will be shipped "prepaid and charge" or C.O.D. Orders placed on a "Hold For Release" which are not released within 90 days may be subject to price increases.

**MINIMUM ORDER:** Because of the high cost of handling small orders, the minimum order amount is \$100. This does not apply to parts and replacement orders.

**TERMS:** Payment terms for credit approved by **Borden Lighting** are NET 30 days from date of invoice. A late payment charge of 1½% per month - 18% per year - will be added to all accounts over 30 days.

**CANCELLATIONS:** Buyers who place orders on a "Hold For Release" basis and subsequently cancel the order prior to release shall be subject to a cancellation charge for **Borden Lighting's** costs of product engineering, submittal drawings and administration relating to the canceled order. Orders placed and released cannot be canceled without the consent of **Borden Lighting**. Any costs incurred due to work performed or materials ordered will be charged to the buyer.

**RETURNS:** Merchandise may be returned only with the authorization of the factory. If authorized, returns are subject to a minimum restocking charge of 25%. Credit will be issued only after inspection and acceptance of the returned products by **Borden Lighting**. Returned goods must be accompanied by a "RETURNED GOODS AUTHORIZATION" or RGA. They must be returned properly packaged and undamaged or be subject to an additional reconditioning charge. Credit will be allowed only for the actual quantity of items returned. The buyer must pay for shipping to our factory unless otherwise agreed. **Custom or modified fixtures are not returnable.** No goods will be accepted for credit after three (3) months from the date of shipment.

**SHIPPING:** Unless otherwise agreed, **Borden Lighting** will ship all orders by the carrier of its choice from our factory in San Leandro, California. **Borden Lighting** may await completion of an entire order and ship all at once or make partial shipments at its sole discretion. Requests for premium freight service (such as air freight) must be authorized in writing and are to be borne by the customer. There will be no deduction of any normal prepaid freight costs.

**SHIPPING DATES:** Shipping dates are approximate and represent our best estimate. If an order is delayed, the customer will be informed. However, if events beyond our control delay shipping, we will not be held responsible for any damages, penalties or labor chargebacks resulting from delayed shipments. It's the responsibility of the customer to provide accurate delivery requirements at the time of order and notification of project delays that may affect the required shipment schedule.

**CLAIMS:** All **Borden Lighting** fixtures are carefully inspected, tested and packed prior to shipment. "Risk of loss" passes to the buyer upon delivery by **Borden Lighting** to the carrier. All claims for damage or loss must be made by the buyer directly to the carrier. Customers should therefore carefully inspect all items at the time of delivery, note any damage or shortage and notify Borden Lighting immediately. Disputes with carriers regarding damages does not relieve the buyer's obligation to pay the full amount of **Borden Lighting's** invoice in a timely manner. Claims for shortages or errors must be made within ten (10) days after receipt of goods.

## WARRANTY

Our warranty is simple. it covers the complete fixture, including ballasts. **Borden Lighting** warrants to the buyer that its products shall be free from defects in materials and workmanship for a period of three (3) years from the date of shipment. This warranty shall not apply to damage caused by shipping, improper installation, improper lamping, product modifications or abuse of the product. **Borden Lighting's** sole obligation under this warranty shall be, at its option, to repair or replace the defective product. The factory shall not be responsible for labor or freight charges in connection with any returns.

**There are no other express warranties including any warranty of merchantability or fitness for purpose.**

