

## TERMS/CONDITIONS

### TERMS

Net thirty (30) days from date of invoice.

### ACCEPTANCE

No order shall be binding without a written order acknowledgment from seller. Order acceptance is contingent upon credit approval. Shipments are F.O.B. Santa Ana, California. Customer confirming order required for any order of \$5000 or more.

### FREIGHT ALLOWANCE

Freight is prepaid and allowed on shipments of \$3000 or more within continental United States.<sup>1</sup> Routing is at seller discretion. Special freight instructions shall be allowed if purchaser accepts any additional transportation and handling charges.

### CLAIMS

Title to material shipped passes to the purchaser upon its acceptance by the carrier. A clear receipt at the factory places the responsibility for safe and complete delivery upon the carrier(s). Claims for damage or loss must be made by the purchaser with the delivering carrier within time limits set by I.C.C.

### UNAVOIDABLE DELAYS

Seller shall not be liable for damages or penalties due to delays caused by, but not limited to, strikes, fire, earthquakes, material and power shortages, and all causes beyond our reasonable control.

### BACK CHARGES

Back charges for any reason will not be accepted without prior written approval from the factory. Factory approval only shall be considered valid.

### WARRANTY

Products of seller are warranted under conditions of normal Installation and use against electrical and mechanical defects for a period of one year from date of invoice. Under these conditions seller will repair or replace without charge such part or parts it determines to be defective. Any product altered or misused shall not be covered by this warranty. Ballast warranty from the ballast manufacturer will be extended to LAM's customer and claims will be given to the ballast manufacturer by LAM for their handling. No other warranty is expressed or implied.

### CANCELLATION

Orders may be canceled or changed only on such terms or conditions that shall reimburse seller for any loss or expenses incurred.

### RETURNS

Products of seller are made to order, thus seller is not obligated to accept returns and there is no standard "restocking" charge. Under no circumstances will returns be accepted without written factory authorization. Requests for returns must be made in writing within 90 days of shipment. Since each request will be considered individually, a customer agreement letter must be executed before an RGA will be issued. This letter will establish the terms and conditions of return agreeable to both the seller and purchaser.

### PRICE CHANGES

All prices are subject to change without notice.

<sup>1</sup> For Alaska, Hawaii or Puerto Rico freight allowance will be to the nearest port of embarkation in the continental United States.