



## WARRANTY

TMS Lighting Ltd. Manufactured Items - TMS warranties all in-house manufactured items for defect (including in-house painted finishes) for a period of two (2) years from the shipment date, provided:

- (a) TMS shall, at its own expense and in its sole discretion, either repair or replace any defective items covered by the Warranty, provided said defective items covered by the Warranty, provided said defective items have been installed correctly and have been operated under normal conditions.
- (b) Fading of painted finishes due to weather conditions is not covered and dented or scratched items are not covered. It is strongly recommended that steel fixtures not be used outdoors as they can rust over time and TMS will not be liable for any steel fixtures used in an outdoor application. TMS shall, in its sole discretion, determine whether the paint finish is defective.

Items NOT Manufactured by TMS - The Warranty does NOT cover any items, parts and components which are not manufactured by TMS (without limitation including lamps, ballasts, capacitors, ignitors and other electronic devices used in TMS products) and same shall be covered only by the applicable manufacturer's warranty, if any.

Limited Warranty - Toronto Metal Spinning and Lighting Inc. ("TMS") delivers a limited written warranty as described below (the "Warranty") with its Products. Except as set out in the Warranty, TMS makes no representations or warranties, express or implied, with respect to a particular Product. The Warranty is exclusive and in lieu of all other warranties, except title, whether written, oral or implied.

## TERMS:

Net 30 days or as per our Quotation all prices are subject to Applicable Taxes.

F.O.B. our Plant Brampton, Ontario prices are subject to change.

Returns 30% restocking on white products, for all other finishes consult TMS for restocking charges.

TMS reserves the right to modify dimensions, delivery or/and costs without prior notice should it be deemed necessary.