

TERMS
&
CONDITIONS

TERMS/COST OF COLLECTIONS: NET 30 DAYS BY CHECK/CASH UPON APPROVAL OF CREDIT APPLICATION. IT IS UNDERSTOOD THAT THE APPLICANT SUBMITS TO CREDIT INQUIRIES FROM LISTED BANKS AND TRADE PARTNERS FOR THE SOLE PURPOSE OF OBTAINING CREDIT WITH APOLLO LIGHTING FIXTURE CO. INC. CREDIT LIMITS EXTENDED MAY VARY AT ANY TIME. PURCHASES WITHOUT CREDIT APPLICATION APPROVAL MUST BE PAID IN FULL AT TIME OF ORDER. A MONTHLY INTEREST/ SERVICE CHARGE OF 2% WILL BE ADDED TO UNPAID BALANCE BEYOND STATED TERMS. RETURNED CHECKS WILL BE ASSESSED A SERVICE FEE NO LESS THAN \$30 EACH INSTANCE, IN WHICH CASE IMMEDIATE PAYMENT MUST BE MADE BY CERTIFIED CHECK, MONEY ORDER OR CASH. ADDITIONAL COLLECTION/LEGAL FEES MAY APPLY IF BALANCE NOT PAID AT MATURITY.

FREIGHT/PRICING: UNLESS FREIGHT COLLECT IS REQUESTED IN WRITING OR A PRE-PAID LIMIT IS ESTABLISHED, ALL FREIGHT CHARGES ORIGINATE FROM MT. VERNON, NY AND WILL BE ADDED TO INVOICES. FREIGHT CHARGES VARY AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRODUCT PRICES MAY ALSO CHANGE WITHOUT NOTICE. IN THE EVENT OF PRICE INCREASES, ALL ORDERS ON HAND WILL BE BILLED AT PREVIOUS PRICES, PROVIDED SUCH ORDERS ARE RELEASED FOR SHIPPING WITHIN 30 DAYS OF THE PRICE INCREASE. SPECIAL QUOTES WHICH CANNOT BE RELEASED WITHIN THE 30 DAY GRACE PERIOD MAY ALSO BE SUBJECT TO THE INCREASE.

SALES TAX: PRICES ARE SUBJECT TO INCREASE TO COVER AMOUNT OF ANY SALES OR EXCISE TAX WHICH MAY NOW OR HEREINAFTER BE IMPOSED BY ANY TAXING AUTHORITY UPON THIS MERCHANDISE OR THE SALE OR MANUFACTURE THEREOF. PURCHASER FOR TAX EXEMPT JOBS MUST PRESENT A TAX EXEMPT CERTIFICATE AT TIME OF PURCHASE.

DELIVERY: AS INDICATED ON QUOTATIONS OR SALES ORDERS, DELIVERY DATES ARE ACCURATE ESTIMATIONS BUT ARE NOT GUARANTEED. ORDERS ARE ACCEPTED CONTINGENT ON OUR ABILITY TO SECURE NECESSARY APPROVALS, MATERIALS, AND LABOR. DELIVERY FEES MAY APPLY AND WILL VARY BY DISTANCE. DELIVERY MUST BE WITHIN 30 MILES OF OUR FACTORY.

FIRM ORDERS: UNLESS THE BUYER'S ORDER CARRIES SPECIFIC INSTRUCTIONS THAT THE EQUIPMENT SHALL NOT BE MANUFACTURED UNTIL RELEASED, ALL ORDERS ARE CONSIDERED AS FIRM COMMITMENTS ON PART OF BUYER. IF NECESSARY FOR BUYER TO CANCEL ALL OR PART OF ORDER, IT IS UNDERSTOOD THAT THE SELLER CAN INVOICE FOR ANY PARTIALLY COMPLETED UNITS OR MATERIALS WHICH HAVE BEEN PURCHASED FOR THIS ORDER.

SPECIAL ORDERS: SPECIAL ORDER ITEMS THAT DEVIATE FROM OUR STANDARD PRODUCT LINE OR THAT WE DO NOT STOCK MUST BE CONFIRMED IN WRITING AND MAY NOT BE RETURNABLE OR REFUNDABLE. A DEPOSIT AT TIME OF ORDER AND AGAIN PRIOR TO COMPLETION OF WORK IS REQUIRED. NON-STOCK ITEM ORDERS MAY REQUIRE A DEPOSIT.

FIXTURE GUARANTEE: ALL EQUIPMENT IS GUARANTEED AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR 1 YEAR FROM SHIP DATE/PICK-UP. OUR LIABILITY SHALL BE LIMITED TO THE REPLACEMENT OF DEFECTIVE PRODUCTS OR THE REFUNDING OF THE PURCHASE PRICE THEREOF, AS WE MAY ELECT. WHEN CUSTOMARY OR MINOR ASSEMBLY OR CORRECTIVE EXPENSES ARE INVOLVED, IT IS THE OBLIGATION OF THE CONTRACTOR TO MAKE CORRECTIONS OR ADJUSTMENTS. WE POSITIVELY WILL NOT ALLOW ANY CHARGE FOR LABOR OR MATERIALS THAT DOES NOT HAVE OUR WRITTEN APPROVAL BEFORE WORK IS BEGUN.

BALLAST/LAMP DEFECTS: DEFECTIVE ELECTRONIC BALLASTS MUST BE RETURNED TO OUR FACTORY WITHIN 5 YEARS OF RUN DATE FOR EXCHANGE ONLY. DEFECTIVE MAGNETIC AND HID BALLASTS MUST BE RETURNED TO OUR FACTORY WITHIN 2 YEARS OF RUN DATE FOR EXCHANGE ONLY. THE BALLAST MANUFACTURER MAY ARRANGE DIRECTLY WITH BUYER FOR ON-SITE REPAIR OR EXCHANGE IF LABOR IS REQUIRED. DEFECTIVE LAMPS MUST BE RETURNED TO OUR FACTORY WITHIN 10 BUSINESS DAYS OF SHIPPING/PICK-UP FOR EXCHANGE/CREDIT ONLY. WE WILL NOT COVER LABOR, MATERIALS OR SHIPPING CHARGES WITHOUT OUR WRITTEN APPROVAL BEFORE EXPENSES ARE INCURRED.

DAMAGE CLAIMS: OUR RESPONSIBILITY FOR A SAFE DELIVERY CEASES WHEN THE GOODS HAVE BEEN TURNED OVER IN GOOD CONDITION TO THE CUSTOMER OR THE TRANSPORTATION COMPANY. ALL PICK-UPS AND/OR SHIPMENTS MUST BE THOROUGHLY CHECKED IMMEDIATELY UPON RECEIPT FOR DAMAGE, AND IF DAMAGED, CLAIMS MUST BE ENTERED WITHIN 5 BUSINESS DAYS OF PICK-UP OR SHIPPING DATE TO THE FACTORY OR CARRIER IF APPLICABLE. WE ARE NOT RESPONSIBLE FOR LAMPS DAMAGED BY UPS. THERE ARE NO REIMBURSEMENTS FOR ANY CHARGES UNTIL CLAIMS ARE SETTLED WITH THE TRANSPORTATION COMPANY.

RETURNS: WE GRANT PERMISSION FOR THE RETURN OF REGULAR STOCK ITEMS PROVIDED GOODS ARE RECEIVED IN ORIGINAL CONDITION (SUBJECT TO INSPECTION) WITHIN 10 BUSINESS DAYS OF PICK-UP OR SHIPPING. RETURNS ARE FOR CREDIT ONLY AND MUST BE DELIVERED OR SENT PRE-PAID BACK TO THE FACTORY, AT WHICH TIME A CREDIT FOR APPROVED GOODS WILL BE GIVEN LESS ANY TRANSPORTATION EXPENSES AND A RE-STOCKING FEE NO LESS THAN 25% OF INVOICE VALUE. CREDITS HAVE NO EXPIRATION DATE PROVIDED THE ACCOUNT IS IN GOOD STANDING. RETURNS ON THE FACTORY TRUCK WILL NOT BE ALLOWED WITHOUT MANAGEMENT APPROVAL.

ERRORS: WHILE GREAT CARE IS EXPENDED IN THE PREPARATION OF ALL PRINTED, WRITTEN, AND ILLUSTRATED MATERIALS, WE ARE NOT RESPONSIBLE FOR CLERICAL OR TYPOGRAPHICAL ERRORS.

THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF US, AND IS EXCLUSIVE OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER.

* SUBJECT TO CHANGE WITHOUT NOTICE



APOLLO LIGHTING
212 SOUTH 12th AVENUE
MOUNT VERNON, NEW YORK 10550
914-664-3600 Phone 914-664-6091 Fax