

# **RP Lighting and Fans Warranty Terms and Conditions**

**Acceptance and Agreement:** Terms and Conditions of Sale constitute the entire agreement between **RP Lighting and Fans** and its customers. There are no other agreements expressed or implied. No sales representative of **RP Lighting and Fans** is authorized to change or modify this agreement, or to make changes or agreements that shall be binding on **RP Lighting and Fans**, without written acceptance by **RP Lighting and Fans**. Customer acceptance of any product shall constitute acceptance of the Terms and Conditions hereof. All orders are subject to acceptance by **RP Lighting and Fans**.

**Payment Terms:** Net 30 days from date of invoice (unless otherwise agreed). Invoices open past terms may affect future shipments.

**Freight Terms:** F.O.B. **RP Lighting and Fans**, Albuquerque, NM 87113. Full Freight Allowed on orders of \$1,500.00 or greater unless otherwise approved. Full Freight orders are shipped freight prepaid to one destination at one time. **RP Lighting and Fans** reserves the right to select the carrier, route, and method of delivery. **Material that is not scheduled for immediate release or otherwise scheduled for future release dates must exceed freight allowance terms for shipments to be deemed freight allowed.**

Any extra charges assessed by carriers due to the customer, including without limitation: limited access (e.g. gates, narrow roads), premium services (e.g. lift gates, forklifts), storage costs, delays, or special delivery instructions, shall be paid by the customer. The customer is responsible for declaring all special delivery instructions at the time of order.

**Claims:** The distributor must file claims for damage or loss in transit with delivering carrier. **RP Lighting and Fans** inspects all merchandise prior to shipping. **RP Lighting and Fans** responsibility ceases once the carrier signs for acceptance. It is the responsibility of the distributor to examine all shipments for evidence of damage or breakage (including concealed). **RP Lighting and Fans** will not be responsible for shipments damaged by the carrier but will assist with the claim. It is the responsibility of the distributor to verify accurate quantities shipped before signing for acceptance. **RP Lighting and Fans** will not be responsible for short shipments that are not noted by the distributor prior to signing the carrier acceptance document.

**Returned Materials Authorizations:** Authorization must be obtained from **RP Lighting and Fans** for all returns. All returned materials must be accompanied with a copy of the RMA, and boxes must be clearly marked with the RMA number. Materials missing parts and not in original carton and condition shall not be repaired and returned. All returns must be shipped prepaid to factory. No collect shipments will be accepted, nor will call tags be issued for UPS shipments. RMAs remain in effect for 30 days after issue. Returned materials are subject to a minimum 25% restocking charge. Restocking fees may be higher on non-stock or other non-standard items. **Further, no returns will be accepted on special order products.**

**Special Order:** Special Order terms will be reviewed and confirmed with the customer prior to **RP Lighting and Fans** acceptance of order. Terms include: No returns, No changes, No Cancellations. Advance deposits and Minimum Order Quantities may be required. Extended lead times will be estimates only. Immediate release of entire order.

**Minimum Order:** \$150.00. A \$20.00 service charge will be added to orders of less than \$150.00

**Credit:** New Accounts – Satisfactory credit information must accompany initial order. Allow 5-7 days for credit approval.

**Back Orders:** Orders accepted by **RP Lighting and Fans** for out of stock items will stay on back order unless canceled by the distributor.

**Pricing Variances:** If pricing noted on any order is not correct or in accordance with current published pricing, or not otherwise pre-approved, **RP Lighting and Fans** reserves the right to request the customer correct any Purchase Orders placed with **RP Lighting and Fans so** that said P.O. will reflect the correct pricing.