1. ACCEPTANCE
Douglas Lighting Controls, Inc. hereinhereinafter referred to as “Seller” and the Purchaser is hereinafter referred to as “Buyer.” Any order that contains Terms and Conditions in addition to or inconsistent with the following shall not be binding upon Seller unless acceptance of each non-conforming term or condition is clearly and expressly made in writing by Seller, and failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor as acceptance of any such provisions. Acknowledgment of Buyer’s order forms, facsimile orders or “releases” shall not be construed to be a waiver, amendment, or modification of these terms and conditions. Seller is not responsible for typographical or written errors made in any quotations, orders or publications and all such errors are subject to correction.

2. SHIPPING
All shipments of property will be made F.O.B. Point of Shipment. Freight will be allowed on orders in excess of $2,500 to all points within the contiguous United States* and Provinces of Canada*, provided Seller selects the method and routing of the shipment. If Buyer specifies a manner or routing of shipment different from that determined by Seller, Seller will comply only if such changes are acceptable to Seller. Prices quoted provide for standard packing for domestic shipment. Buyer agrees to pay the charges for special packing if it is required for domestic shipment or export shipment.

*For shipments destined to Hawaii, freight will be allowed on orders in excess of $5,000, provide Seller selects the method and routing of the shipment. For all other areas (e.g. Alaska and Territories of Canada) the cost of freight will be borne by the Buyer.

3. DELIVERY
The delivery date is the best estimate of the time when the products will be shipped by Seller. Seller assumes no liability for loss of profit, special, incidental or consequential damages due to delays. Seller assumes no responsibility for collection of loss or damage claims. Viable loss or damage to a shipment must be indicated by a notation made by the carrier’s agent on the day very receipt is signed. The notation must clearly specify the extent of loss, shortage or damage.

4. INSPECTION AND ACCEPTANCE OR REJECTION
All products are subject to visual inspection and, unless Buyer is advised to the contrary in writing within thirty (30) days after delivery, the products will be deemed to have been accepted as conforming to the requirements of the contract and free from all discoverable defects.

5. PRODUCT AVAILABILITY
Product availability may be limited. Orders placed may not be available for immediate delivery. Seller reserves the right, without liability or prior notice, to revise or cease to make available any or all products. If there are any revisions to the requirements of an order or if production status of the product is not acceptable, prices quoted provide for standard packing for domestic shipment. Buyer agrees to pay the charges for special packing if it is required for domestic shipment or export shipment.

6. RETURN POLICY
With Seller’s authorization, Buyer may be permitted to return products in accordance with Seller’s Return Policy. Component returns, except special order items, are subject to a 25% restocking fee. Pre-manufactured jobs are subject to up to 50% restocking fee after orders are released to production and a 70% restocking fee after shipment. An approved RMA, including the original purchase order number, must accompany every return. Freight charges are to be prepaid by the customer. RMAs expire within 30 days from the issue date. In order for a product to be eligible for a credit, the product must be in new, unused, or original condition and, unless otherwise stated on shipping documentation, Buyer agrees to provide proof of delivery to the carrier. Buyer is responsible for all costs and risks of return transportation.

7. PRICE AND MINIMUM ORDER AMOUNT
Quotation prices are firm for ninety (90) days from the date of the quotation, unless specifically stated to the contrary as part of a particular price quote, and are subject to change without notice after the expiration of this ninety (90) day period. Quotations and quotations of orders of a single line item, custom or make to order product, valued OVER $10,000 AND/OR within four weeks of the Seller’s original estimated ship date. If Buyer wishes to cancel any line item, standard product, valued OVER $10,000 AND OR within two weeks of the Seller’s original estimated ship date, this cancellation would be subject to prior approval by appropriate Seller’s management.

8. AVAILABILITY OF PRODUCTS OR SERVICES
The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory or otherwise, are given or herein expressed.

9. LIMITATIONS OF LIABILITY
Under no circumstances, whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise, will Seller be liable for consequential, incidental, special or exemplary damages, including, but not limited to, loss of profits, loss of use or damage to any property or equipment, cost of capital, cost of substitute products, services, or damages due to delays.

10. TAXES
Sellers do not include any federal, provincial or local property, sales, use, excise or similar tax. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise or similar tax imposed due to the sale or purchase of any products or services shall be paid by Buyer unless Buyer furnished an acceptable tax exemption certificate in advance to Seller.

11. TITLE AND RISK OF LOSS
Title and risk of loss on the products supplied hereunder shall pass to Buyer at the F.O.B. shipping point.