

General Terms and Conditions

Pricing:

Prices are subject to change without notice. In the event of a price change, all orders on hand will be filled at their originally quoted price. If orders are not released for shipment prior to the price change, those orders will be billed at the newly adjusted price.

Sales Tax:

We are responsible for collecting sales tax in the State of FL for all customers who do not have a valid FL sales tax exemption certificate. All sales tax incurred for orders shipped to states other than FL is the responsibility of the purchaser in that state.

Acceptance of Orders:

Only valid Purchase Orders or written requests from customers that include our product model number, product description, customer purchase order number, shipping address, billing address, and any special instructions will be accepted as an order.

Return Merchandise:

No merchandise may be returned without prior written authorization in the form of an RGA document. All non-stock, special, custom, or modified versions of factory-produced items are non-returnable. Requests to return merchandise must be submitted within 30 days from date of shipment. Once an RGA is issued, the customer has 30 days to return the product(s). Factory credit will be issued based on the original invoice price less restocking and factory paid outbound and inbound freight expense. Credit will only be given for merchandise returned in new, uninstalled, saleable condition. Restocking fees for manufactured products are 30%. Resale items including lamps and ballasts may incur a substantially higher restocking rate.

Cancellations and Charges:

Written notice of cancellation is required on any confirmed orders from the purchasing agent. Cancellation charges occur when special material has been procured or manufacturing has begun. Once a product has shipped, it will be treated as a return.

Missing Items:

It is the responsibility of the receiver to inspect inbound materials against the factory packing list that includes a case breakdown. Missing items must be alerted to the factory within 5 days of receipt.

Small Package Shipments:

Orders that are not large enough to ship on a pallet via LTL or that have been requested to ship via UPS/FedEx will be subject to a small packaging fee per box, as extra packaging will be applied to help ensure its safety. If you would prefer not to add additional packaging to these shipment types please indicate on your PO and this service will not be charged or provided, but please know that a higher risk of damage is likely to occur.

Transportation Claims:

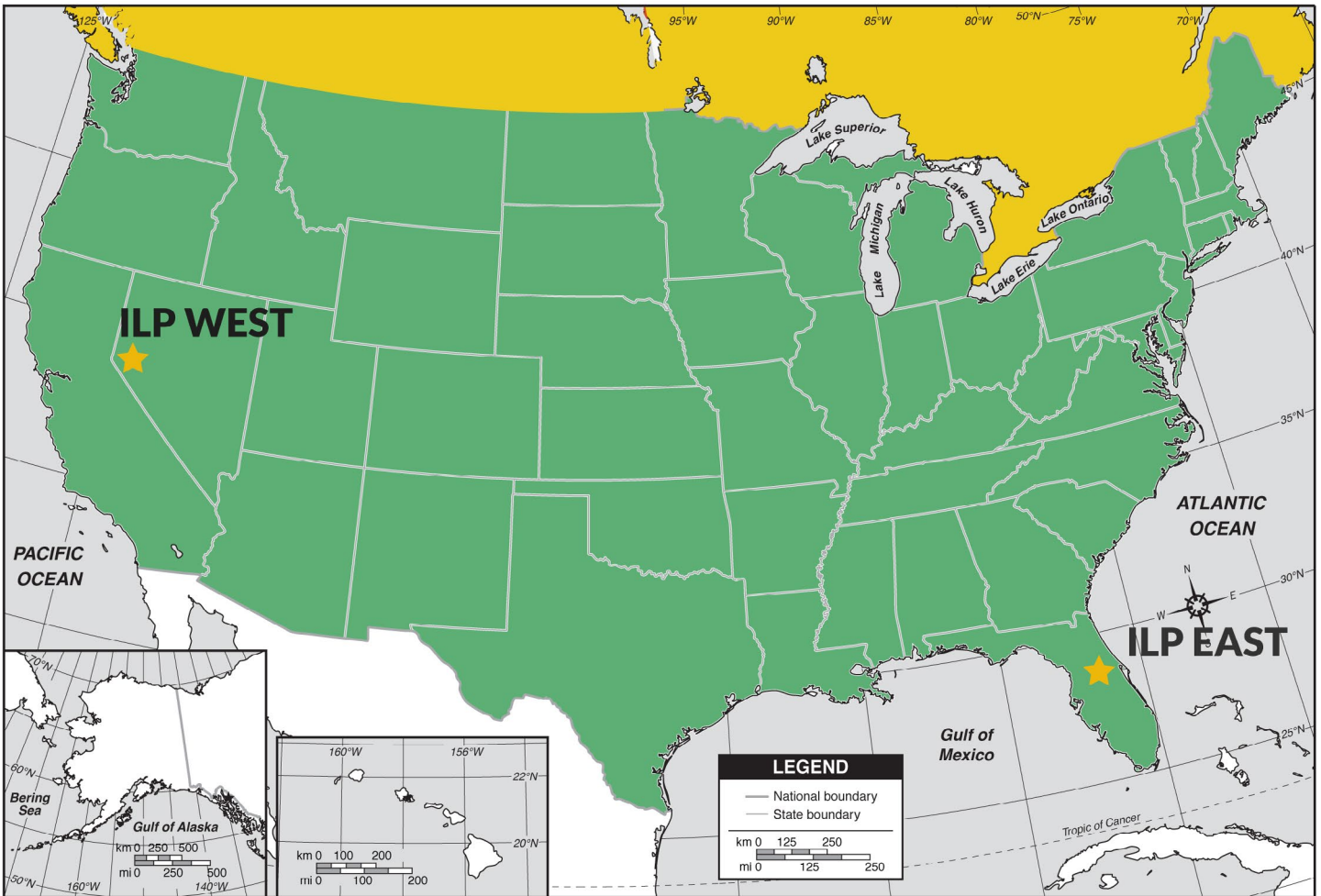
ILP will pack and wrap all products appropriately for shipment. Once the product leaves our facility, ILP is no longer responsible or liable for any damage incurred to the product. It is the responsibility of the customer to insure that the delivery is inspected for damage. When there is damage, it must be noted on the shipper's bill of lading. In the case of severe damage, the material may be refused and the factory must be notified immediately. Concealed damage must be reported directly to the freight carrier as soon as the damage is revealed. All carrier freight claims are subject to their terms and conditions and the factory does not insure damage free transit.

Each shipment includes a packing list that provides a detailed description of the count and contents of the boxes and skids. The shipment must be checked against the packing list and any missing boxes must be noted on the carrier's bill of lading. If the shipment is missing the packing list, contact the factory immediately and one will be faxed or emailed. Do not sign for shipments if the packing list can not be verified.

Freight Allowance:

The customer's ship to location and product type listed on the map below will determine the minimum amount their order must reach in order to qualify for free freight. ILP, Inc. will only take responsibility of the freight charges for standard ground delivery. Customer is responsible for any carrier charges that are added beyond the base (i.e. expedited service, delivery appointment, lift gate, locations deemed limited access by carrier, residential area, or other). Material will ship from the warehouse of ILP's choosing. The customer can request that material come from an alternate warehouse, but additional fees will apply. Special pricing arrangements on products may forfeit this allowance. Please contact us with any questions regarding the aforementioned terms.

Freight Allowed Map



U.S.		Canada	
All Fixtures	Fluorescent Kits Only	All Fixtures	Fluorescent Kits Only
\$1,000	\$3,000	\$5,000	\$7,000

* Customer is responsible for any carrier charges that are added beyond the base (i.e. expedited service, delivery appointment, lift gate, locations deemed limited access by carrier, residential area, or other). Material will ship from the warehouse of ILP's choosing. The customer can request that material come from an alternate warehouse, but additional fees will apply.

*Special pricing arrangements on products may forfeit this allowance.

Limited Product Warranty

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Industrial Lighting Products, Inc. ("ILP") warrants its lighting fixtures to be free from defect in material and workmanship for a period of five (5) years from the date of shipment from ILP's facilities.

This Factory Warranty applies only when the lighting fixtures are installed in applications in which ambient temperatures are within the range of intended operating temperatures as stated on the individual specification sheets.

This Factory Warranty excludes damage of any kind resulting from improper installation, misuse, abuse, accidents, misapplications, or natural disasters. Mishandling, improper maintenance, or modifications will void this warranty. Exposure to water, lubricants, or chemicals that can affect the electronics or components will void this warranty. It is the customer's responsibility to evaluate the environmental conditions that may affect the product and determine if the products selected are appropriate.

If a lighting fixture fails to comply with the terms of this Factory Warranty, at ILP's option, ILP will repair or replace the fixture(s) with the same or a functionally equivalent fixture(s) or component part. This Factory Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts.

All lamps and ballasts carry the manufacturer's warranty and are not covered under the factory warranty. General warranties for other electrical components including, but not limited to sockets, sensors, plugs, and cords are subject to the original equipment manufacturers' terms and conditions and are subject to change. The LED array(s) in an LED Luminaire(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual LED in the Luminaire(s) fail to illuminate.

Warranty claims regarding a lighting fixture(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized ILP post-sales or customer service representative. Lighting fixture(s) or LED arrays may be required to be returned for inspection and verification of non-conformance by ILP, but no fixture(s) or LED arrays will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized ILP post-sales or customer service representative.

ILP reserves the right to modify or discontinue this Factory Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any lighting fixture(s) purchased after such modification or discontinuance. Except as set forth in this Factory Warranty, all other provisions in the applicable ILP Terms and Conditions of Sale apply to any lighting fixture(s).