

# SALES TERMS & CONDITIONS

## TERMS:

Net 30 Days (For qualified applicants)

1 1/2% per month interest will be charged to accounts paid beyond 30 day terms. Special promotions apply only to invoices paid in full within specified terms. Otherwise, product reverts back to our regular net pricing.

## FREIGHT & FULL FREIGHT ALLOWED POLICY:

**48 Contiguous States:** Orders exceeding **\$1,700 (at distributor net)** will be invoiced including the freight charge with deductions for freight allowed only if invoice is paid for in its entirety within the specified terms.

**Canada:** Orders exceeding **\$2,500 (at distributor net)** will be invoiced including the freight charge with deductions for freight allowed only if invoice is paid for in its entirety within the specified terms.

**Alaska and Hawaii:** a Credit equal to 10% of the entire invoice will be issued to the buyers account to be used towards the cost of freight on all orders of **\$3,000 (at distributor net)** or more (shipped directly to Hawaii) providing invoice is paid for in its entirety within the specified terms. Maximum credit to be issued is \$1,000 and no checks will be issued.

**Puerto Rico, Caribbean and Mexico:** Orders exceeding **\$2,500 (at distributor net)** and only within U.S. borders, will be invoiced including freight charge with deduction for freight allowed only if invoice is paid for in its entirety within the specified terms.

**All accessorial charges such as Inside delivery, Residential delivery, Construction/Job site delivery and occasional COD fee are excluded from our FFA policy. These charges appear as a separate item and will be billed on the same invoice, and cannot be deducted as part of FFA policy.**

## OPENING ORDER:

Full freight order.

## MINIMUM ORDER:

There will be a minimum of \$150.00 per purchase order. A \$15.00 service charge will be imposed on all orders less than \$150.00.

## DROP SHIPMENTS:

A \$12.00 service charge will be applied to all drop shipments made via UPS or Fed-Ex.

A \$35.00 service charge will be applied to all LTL drop shipments made via trucking.

## EXPEDITED ORDERS:

A \$20.00 service charge will be applied to all Expedited orders including airship orders such as Next and Second day air and Orange label orders.

## SHORTAGES:

Must be noted on Freight Bill at time of delivery. Call PLC Lighting customer service within 48 hours to report any shortages. PLC will initial proof of delivery and process claim.

## RETURNS:

No returns will be accepted for credit without prior approval by the factory in writing. All returns to be made freight prepaid to location designated on return authorization. Requests to return non-defective merchandise must be made 30 days from the shipment date and are subject to a 25% restocking fee and goods must be in their original boxes.

## ADD-ON ORDERS:

Only allowed on orders which were placed on the same day and have not been shipped.

## BACK ORDERS:

Backorders are automatically generated and shipped unless otherwise requested in writing and in advance and confirmed by a PLC authorized personnel.

## CANCELLATION POLICY:

Cancellation notices must be submitted in writing and in advance and confirmed by a PLC authorized personnel (verbal cancellation will not be accepted).

## SPECIAL ORDERS:

Special custom orders and CFL-Made models are non-cancellable and non-returnable.

## FREIGHT & WEIGHT CHARGES:

All weights indicated in this price sheet are approximate and are subject to change based on dimensional weight policy by common carriers.

## DAMAGE & BREAKAGE POLICY:

All damages, shortages and breakages caused by delivery carriers must be notified PLC within 7 days from date of delivery.

## LIMITED WARRANTY:

PLC Lighting warrants its products will be free from defects in material and workmanship for a period of one year from the date of purchase. In the event of a defect during the warranty period, PLC will repair or replace, at its option, and at no charge to the purchaser, the product or any part of the product which is proven to the satisfaction of PLC, to have normal use during the warranty period. In the event of a defective lamp, the purchaser should return the product or parts to PLC with proof of purchase date.

This warranty is void if the product has been altered, misused, or used for purposes other than those for which it was designed.

**Light Bulbs are not covered under the PLC warranty.**

PLC Lighting shall in no event be responsible for any incidental or consequential damages arising from the use or improper use of the product.

**PLC Lighting International Sales and Warehouse**

9667 Owensmouth Ave. Ste 201, Chatsworth, CA 91311

Tel: (888) 357-4040 (Outside California) • Tel: (818) 349-1600 • Fax: (818) 280-0909 (818) 407-0100

Email: [plclighting@plclighting.com](mailto:plclighting@plclighting.com) • [Sales@plclighting.com](mailto:Sales@plclighting.com) • [www.plclighting.com](http://www.plclighting.com)

Certain products illustrated in all PLC current catalogs are protected by applicable patents and patents pending. PLC Lighting will aggressively defend all of its intellectual property. We reserve the right to change details of design, materials and finishes.

PLC trades in a variety of products. It is deemed the obligation of the Purchaser and End User to determine if a product is suitable for any intended use, or acceptable with regard to any specifications, drawings, plans or codes.

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