



Insight Lighting

TERMS & CONDITIONS OF SALE

General Terms

All sales by Insight Lighting are made subject to the following terms and conditions. Insight Lighting objects to any additional or different terms contained in any purchase order or communication previously or hereafter provided by the Purchaser to Insight Lighting. No additional or different terms will be of any force or effect beyond those listed in the following.

Payment

Qualification and amount of customer credit is at the sole discretion of Insight Lighting. Payment terms to qualified customers are Net 30 days. We accept Visa, MasterCard and American Express as payment for invoices that are paid within 30 days of invoice date. A service charge of 1.5% per month will be added to all accounts past due. Past Due accounts are subject to shipping and credit holds.

Freight Allowance – All Products

Individual shipments of \$10,000.00 or more will be shipped, by the most economical ground transportation, F.O.B. point of origin, prepaid and allowed, within the continental United States exclusive of Alaska and Hawaii, unless otherwise designated on a quotation. Individual shipments of less than \$10,000.00 are F.O.B. point of origin and will be shipped freight prepaid and charge, within the continental United States exclusive of Alaska and Hawaii, unless otherwise designated on a quotation.

Damaged Shipments

All products are carefully inspected prior to shipment. Title, risk of loss or damage in transit shall pass to the Purchaser upon delivery of goods to the carrier at Insight Lighting's premise (F.O.B. point of origin). It is the Purchaser's responsibility to carefully inspect all items at the time of delivery and note any damage or shortage on the delivery receipt. Obvious or subsequently discovered concealed damage must be reported promptly and in writing, to the carrier. It is the Purchaser's responsibility to initiate and manage any freight claims. Insight Lighting will attempt to assist in the resolution of such claims.

Catalog

Every effort is made to insure the accuracy of the information in the catalog and web site; however, specifications, dimensions and information are subject to change. Catalog sheets are not to be used for installation information. Installation instructions are provided with the product and can be furnished in advance if requested.

Quotations

Written quotations by Insight Lighting expire 90 days from date of quotation unless otherwise specified. Lamps are not included unless specifically noted on our quotation.

Finishes

Standard finishes and colors are indicated in the catalog. Custom finishes and colors are available and will be quoted at time of selection.

Prices

Prices do not include lamps unless noted on our quotations. Orders accepted by Insight Lighting will carry a firm price for 90 days from the date of Insight Lighting's receipt of the order unless otherwise expressly agreed to in writing. "Hold for Release" or deferred orders that are delayed by the Purchaser requiring shipment more than 90 days after the order date will be subject to negotiation at time of release. Prices are subject to change without notice.

Ordering

A minimum order amount of \$75.00 is applicable. A copy of the distributor's purchase order must accompany all agent orders. The use of complete catalog numbers is required, and preferably a description. If a written quotation is given, our quotation number must be included with the purchase order. All orders are subject to acceptance by Insight Lighting, acceptance will be acknowledged by Insight Lighting in writing prior to production. No modifications of any term or condition as stated herein will be valid or binding upon Insight Lighting unless approved by Insight Lighting in writing. Any discrepancies between distributor purchase order and Insight Lighting's acknowledgement should be reported to Insight Lighting immediately. The order acknowledgement is the final expression of the agreement between the Purchaser and Insight Lighting and supersedes all prior oral and written statements regarding the order.

Change Orders

Are subject to approval and must comply with the following conditions:

- 1) A request for change must be made in writing and received prior to production;
- 2) Changes are subject to additional charges for materials and labor.

Shipping Schedules

Insight Lighting will establish estimated shipping schedules as closely as practicable in accordance with Purchaser's express needs and will exercise diligence in meeting such estimated schedules and in giving the best practicable service. However, Insight Lighting will not be responsible for any damages, penalties, liquidated damages or labor charge backs which are a result of delayed or missed shipping schedules or from its inability to ship by the acknowledged date. This includes shipments that arrive late due to freight company errors.

Order Cancellations

Cancellations will be accepted only if made in writing and received prior to start of production. Verbal order cancellations will not be accepted. Custom or modified products cancelled after release of the order are subject to cancellation charges equal to the total order amount.

Returns

Fixtures not normally held in Insight Lighting inventory, modified or custom made fixtures, or fixtures made to factory dimensioned submittal drawings are not returnable. Items normally in inventory will not be accepted for return without written authorization from Insight Lighting. Material accepted for return must be returned in the original factory sealed cartons. A minimum 50% restocking charge will apply to any return. The Purchaser must prepay transportation charges, and all other freight charges will be deducted from the credit. No credit will be given for returned products received damaged. No credit will be given for any goods after 90 days from the date of the original shipment.

Governing Law

These Terms and Conditions and terms of any sale or agreement between Insight Lighting and the Purchaser shall be governed by and construed in accordance with the laws of the state of New Mexico and the Purchaser hereby agrees to submit to the personal jurisdiction of federal and state courts located in the State of New Mexico.

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