

EDISON LIGHTING GROUP STANDARD CONDITIONS OF SALE

❖ **PRICES**

All prices are subject to change without notice. Orders delayed or requiring shipment more than 6 months after the placement of initial order shall be subject to changes in price. Prices do not include any applicable taxes, tariffs, and custom brokerage fees.

❖ **TERMS OF PAYMENT**

For purchaser with established open credit, the payment term is NET 30 days from the date of invoice upon shipment of goods. If payment terms are not respected, Edison Lighting Group reserves the right to either place your account on hold, alter your payment terms or reserve the right to issue notice of the closure of your account. For purchases without established open credit, full payment is required before shipment of goods, against a proforma invoice, including all applicable freight charges. Full payment of these accounts consists of 50% non-refundable deposit upon order placement, and 50% at time of shipping. For all orders under \$10,000 full payment is required at the time of Order Confirmation. For all orders requiring products with custom finishes and/or require custom modifications, a 50% non-refundable deposit is required with the purchase order. Any cancellation of an order is subject to a restocking charge.

❖ **CREDIT APPLICATION**

A limited credit account for the purchaser can be established by Edison Lighting Group Ltd. upon acceptance of satisfactory credit reference, however, Edison Lighting Group Ltd. may cancel or change credit terms and limit at its sole discretion and may request advanced payment at any time. In any case, purchaser's first order with Edison Lighting Group Ltd. is always subject to full payment before shipment of goods.

❖ **QUOTATIONS**

Prices stated in the written quotations or order confirmations issued by the Edison Lighting Group sales office or Edison's agents, have a 30-day validity and are subject to change or withdrawal by written notice at any time during that period.

❖ **ORDER CONFIRMATION**

All orders are confirmed by Edison Lighting Group Ltd. order confirmation. Edison Lighting delivers and invoices orders based on the information on the order confirmation. The order confirmation is intended as a complete, exclusive and final statement of the terms and conditions of agreement between Edison Lighting and the purchaser with respect to the purchase and sale of the goods on order. All orders require customer approved drawings prior to release to production. Prices on order confirmation do not include freight, any applicable taxes, tariffs, and custom brokerage fees.

❖ **ADDITION AND/OR CHANGES BY THE PURCHASER**

Additions to orders already received and entered into production will be considered as new orders. Changes to orders released to production will not be accepted.

❖ **FREIGHT ALLOWANCE**

Deliveries are F.O.B. factory (Newmarket, ON). Delivery to Dist. warehouse in Toronto is included on orders over \$5,000 net. An additional \$100 charge applies to site deliveries within the GTA. Delivery to Residential addresses are not included. No freight allowance is given to any Standard or Acoustic/Sonic products shipping to the USA. Additional charges can apply for express, partial, site or other shipments. Prices do not include any applicable taxes, tariffs, and custom brokerage fees.

❖ **CLAIMS**

All merchandise is packed to comply with carrier requirements. Edison Lighting Group Ltd. is not responsible for damage to goods, which occurs in transit or in storage. It is the purchaser's responsibility to examine goods upon receipt and to file any claims with the carrier within 2 days (48hrs). Any claims against Edison Lighting Group Ltd. for defects, errors or shortages must be made by the purchaser, in writing, within 5 days after any delivery. Failure by the purchaser to make any claim against Edison Lighting Group Ltd. within 5 days will constitute acceptance of goods and waiver of any defects, errors or shortages.

❖ **RETURN GOODS AUTHORIZATION (RGA)/RESTOCKING CHARGE**

No return of goods will be accepted without written consent and shipping instructions from Edison Lighting Group Ltd. This applies to returns of non-defective and defective merchandise. Return of non-defective goods, when approved, must be made within 30 days from the date of shipment and will be subjected to a 25% restocking charge and must be in new, resalable condition in the original packaging. Original packaging must be unmarked by any writing and free of any non-original stickers or labels. Special, made-to-order, custom colored or discontinued merchandise is not subject to return. 100% restocking charge applies for cancellation of custom orders after shop drawing approval. Return of defective goods must be freight prepaid at the purchaser's expense and are regulated by the Edison Lighting Group Ltd. warranty policy and must follow Edison Lighting Group Ltd. return procedure. Returns of orders drop-shipped to a construction or job site will be limited to 10% of the original order.

❖ **ESTIMATED SHIPPING DATES**

Shipping dates given are Edison Lighting's estimates only and should not be considered a fixed or guaranteed date. Edison Lighting shall not be held responsible for any damages, penalties or back

charges of any kind resulting from delayed shipments or its inability to ship by the estimated date, unless otherwise agreed to in writing. Goods cannot be returned and orders may not be cancelled for failure to meet estimated shipping dates.

❖ **STORAGE**

In the event the purchaser requests postponement of delivery beyond the scheduled shipping date and the goods are in production, Edison Lighting Group may transfer the goods when ready for shipment to storage at the purchaser's risk and expense. Such a transfer to storage shall be deemed delivery to the purchaser for all purposes including invoicing and payment.

❖ **LIMITED WARRANTY**

All Edison Lighting Group Ltd. products are tested and inspected before shipment to the customer (hereafter referred to as "Purchaser") and are warranted to be free of defects in material or workmanship for a period of five (5) years for LED products from date of shipment from our factory. Any such defective products will be repaired or replaced at the option of Edison Lighting Group Ltd. provided a written claim is made within this warranty period. Edison Lighting will accept no charges for any labour, repair cost or transportation charges without Edison Lighting's prior written authorization. Edison Lighting retains the right to select the appropriate labour for warranty claims. The responsibility of Edison Lighting for any defective material is limited solely to the replacement or repair of the material and does not include any incidental or consequential damages which may be incurred. No warranty exists other than that included above. This warranty does not apply to products that have been modified, improperly installed, used in conditions or for purposes other than which they are intended. No person, agent or distributor is authorized to give any other warranty on behalf of Edison Lighting Group Ltd. Purchaser shall convey with each LED product distributed to end users this **MANUFACTURER'S LIMITED WARRANTY.**