

Inter-lux, Inc. - TERMS AND CONDITIONS OF SALE – April 2015

1. All sales are expressly conditional on Buyer's agreement to the terms and conditions hereinafter set forth. No additional or different terms apply, unless expressly agreed to, in writing, by Inter-lux, LLC. ("Inter-lux" and/or "Seller"). Seller hereby gives notice of its objection to any different or additional terms. These terms and conditions shall be binding upon the initial order and upon all future orders, notwithstanding the fact that separate terms and conditions may not be provided for each order.
2. All sales are made FOB at our factory in Halethorpe, MD or such other location as designated by seller. Each shipment or delivery shall be considered a separate and independent transaction. Buyer assumes the risk of loss after delivery at FOB point, or if buyer arranges transport, at time of production completion and storage (at Inter-lux or such other point as designated). Provided the net order value of any order is at least \$10,000.00 US in non-Sattler products the freight will be prepaid by Seller only for the non-Sattler products for one ground shipment within the continental limits of the United States (incl. Alaska) and Canada. An order with a net value of less than \$10,000.00 USD will be either shipped prepaid and charged to Buyer or freight collect. If shipping instructions are provided, Seller will attempt to follow same, however Seller reserves the express right to use a carrier of its choice if freight is prepaid. Under this policy, partial shipments are not allowed; if a partial is requested and approved by the customer, inter-lux will pay for freight on the first shipment only, customer to pay freight on all subsequent shipments.
3. Lead Times and Ship dates are an estimate and will be recognized from the date that seller has all the necessary information available which is required to process the order (release date). If delivery dates are specified, they cannot be guaranteed and are estimates only. Orders are accepted with the understanding that Seller is not obligated to make deliveries by any specific dates and assumes no liability for damages due to delay in filling the order. Seller shall not be liable for late deliveries or non-deliveries due to any cause beyond the Seller's control interfering with production, delivery, transportation or acceptance of its goods.
4. Price quotations will not contain any State Sales Tax and/or freight charges, unless expressly indicated otherwise in writing, and the tax shall be added where applicable. Prices quotations for catalogued, tailored or any specially manufactured items must be issued, in writing, from Inter-lux and are valid for Sixty (60) days from date of issue, unless revoked by Seller prior to acceptance. Prices for orders which are "on hold" for any reason will be held for (60) days after issuing of a quotation or confirmation. Any cancelled hold or released order which caused Seller to incur engineering costs to create drawings or submittals is subject to being invoiced for the engineering time at a rate of \$150 / hour or 10% of the order value as determined solely by inter-lux. The acceptance by Inter-lux of any purchase orders is subject to Inter-lux issuing a written sales acknowledgment, which is subject to these terms and conditions. Upon issuance of an inter-lux sales order acknowledgment, the order is considered accepted as acknowledged if no response indicating otherwise is not received by inter-lux within 3 days of issuance. Prices are subject to change without notice.
5. Every effort is made to avoid errors in websites, catalogues, specifications and other data. Inter-lux hereby disclaims any liability, of any nature whatsoever, for service or labor charges in connection with errors in measurement, prices or specifications or other product information. Inter-lux reserves the right to change, without notice, specifications and materials, which in our opinion do not alter the function of the product.
6. The goods sold hereunder are sold with all faults and "AS IS". All warranties, express or implied, including any warranties of merchantability, usage of trade and fitness for a particular use are disclaimed, provided however that Inter-lux WARRANTS TO THE ORIGINAL PURCHASER THAT ITS PRODUCTS HAVE BEEN CAREFULLY INSPECTED TO BE FREE OF DEFECTS OF WORKMANSHIP AND MATERIALS WHEN INSTALLED AND USED AS INTENDED. Any alteration or abuse or misuse of the goods shall void this warranty. Inter-lux, at its sole option, will repair or replace, FOB our factory in Halethorpe; MD any Inter-lux product that is defective in workmanship or materials. Any such repair or replacement shall be the exclusive remedy against Inter-lux. Products must be returned to the factory at the expense of the purchaser for factory evaluation. This warranty is effective for ONE (1) year from the date of invoice. ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND/OR WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE ARE HEREBY EXCLUDED AND DO NOT APPLY TO THIS, OR ANY OTHER SALE, BY Inter-lux. Labor charges for warranty, defects, late delivery or for any other claim will not be accepted for any reason. All warranties expressed or implied are for light fixtures only. This warranty cannot be modified by any oral agreement or understanding and may only be modified in writing signed by an officer of Inter-lux. This warranty is void if the products are repaired or altered outside the Inter-lux factory. Ballasts, Drivers, power supplies and other control interfaces are not covered by any warranty by Inter-lux but may be covered by a separate manufacturer's warranty as these components are not manufactured by Inter-lux. For LED fixtures different conditions might apply – see product specifications for details.
7. If in Seller's sole judgment Buyer's credit shall become impaired at any time Seller shall forthwith have the right to decline to make shipments hereunder except for cash in advance until such time as said credit has been reestablished to Seller's satisfaction. Seller reserves the right to require full payment in cash before shipment or delivery. All orders for custom product require a 50-100% down-payment with placement of such order. Seller, to the full extent permitted by law, reserves the right to reclaim goods where the Buyer's credit has become impaired.
8. Orders may be canceled by the Buyer only if agreed to, in writing, by Seller and upon payment of 25-100% cancellation/ restocking charge. Orders for custom or modified product may not be cancelled after release. All merchandise is SHIPPED AT BUYER'S RISK OF LOSS and/or damage. BUYER SHALL PROMPTLY MAKE ANY CLAIMS with the carrier. Title to the goods passes to Buyer upon delivery to carrier. Any claim for shortages or incorrect shipments must be made upon Seller, in writing, within Fifteen (15) days of the invoice date. Returns will only be accepted if Inter-lux issues a Return Goods Authorization. ("RGA") Any request for a RGA must be made, in writing, within Thirty (30) days of the invoice date. All returns are subject to a minimum 50% restocking charge; all freight and reconditioning charges are the responsibility of Buyer.
9. Seller shall not be liable for any charges or costs incurred by Buyer for any cause or reason, including, but not limited to, delay caused by Seller and/or any warranty claim. In no event shall Seller be liable for prospective or speculative profits, or special, indirect or consequential damages. The remedies of Buyer set forth herein are exclusive and the liability of Seller with respect to any contract or sale or anything done in connection therewith, whether in contract, tort (including Seller's negligence), under any warranty or otherwise, shall not exceed the price of the product on which liability is based.
10. Any controversy or claim arising out of or relating to the sale of goods, materials, equipment, etc. from Seller to Buyer, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. The venue of any such arbitration shall be Halethorpe, MD.
11. The costs of any arbitration fees and/or expenses shall be added to the outstanding amount due seller in addition to interest and attorney's fees. In any action commenced by Seller, whether on the arbitrator's award or otherwise, MD State Law shall govern and Buyer waives the defense of lack of personal jurisdiction.
12. To the full extent permitted by law, Buyer waives the right to interpose or assert any counterclaim in any action or arbitration by Seller to enforce payment of its invoices.
13. No sales representative of Inter-lux has any authority to alter, vary or waive any of the terms and conditions contained herein. Any other agreements must be made in writing and signed by an officer of Inter-lux.
14. All sales are final and no merchandise may be returned unless consent is given in writing by Seller. Buyer expressly agrees not to back-charge Seller or take a credit against any amount owed Seller for any reason without first obtaining written authorization.
15. Any cash discount allowed and the terms of same will be printed on Seller's invoice and Buyer agrees not to take any such discount unless Buyer has complied with said terms and not to deduct any greater amount than allowed. Payment in full must be made no later than Thirty (30) days from date of invoice. Failure of Buyer to make timely payments shall constitute a default. Any invoice unpaid within terms shall be subject to the highest service charge and interest rate allowed by law. Buyer agrees, if in default, to pay all costs of collection, including attorney's fees as provided below, together with any interest on any unpaid balance at the highest rate allowed by law. Payments with credit card will incur a 2.5% credit card fee to be added to the invoice amount.
16. In the event Buyer defaults in payment of any invoice, all remaining unpaid invoices shall immediately become due and payable without notice, together with, in the event an attorney is used to effect collection, 30% of the principal as attorney's fees.