



SPECTRA

Lighting Inc.

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Cypress, CA 90630
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Terms and Conditions of Sales

Acceptance of orders: No order received by Spectra Lighting, Inc. is accepted until acknowledged in writing by Spectra Lighting, Inc. All orders require a copy of the customer's original purchase order before acceptance. No order will be released until a signed approved drawing, or written waiver of approval by the customer is received by Spectra Lighting, Inc. An order will not be released unless all information needed to manufacture is received including color, voltage, ect. Spectra Lighting, Inc. reserves the right to reject any order. The terms and conditions stated in this document constitute the entire sales agreement between the parties, and any contrary or additional terms and conditions submitted by the buyer are null and void unless specifically acknowledged in writing by Spectra Lighting, Inc.

Terms: Invoices are due net thirty (30) days. A service charge of 1 1/2% per month will be added to all invoices which are not paid within sixty (60) days of the invoice date. New customers or custom product required a 50% deposit and final payment on order completion prior to shipping. The buyer agrees to reimburse Spectra Lighting, Inc. for any and all costs incurred to obtain collection of invoiced amounts due Spectra Lighting, Inc.

Freight: Freight is prepaid and allowed on all products, **except concrete bollards and poles longer than 8 feet**, for orders totalling \$5,000.00 or more, based on one shipment. **Freight costs for bollards and poles will be added to the invoice by Spectra Lighting, Inc.** An estimated freight cost guide for concrete bollards is included in this price book. Actual freight cost is subject to change. Anchor bolts will be invoiced with all shipping charges if shipped separate from the poles. Freight allowances apply only to destinations within the continental United States. All shipments are F.O.B. shipping point and all material is shipped at the customers risk. Shipments must be inspected upon delivery for loss or damage and any claim entered at once with the carrier by the buyer or consignee.

Cancellations: All released orders are non cancelable. Anchor bolts cannot be returned for credit.

Returns: Spectra Lighting, Inc. is under no obligation to accept the return of **any** items shipped. Return of goods is accepted only if accompanied by a written Return Goods Authorization (RGA) issued by Spectra Lighting, Inc. RGA's must be issued within ninety (90) days after shipment. Modified or custom fixtures cannot be returned. A restocking charge of at least 50% will be assessed on all goods approved for return. The customer is responsible for all return freight and packing. Damaged goods received by Spectra Lighting, Inc. will not be credited.

Minimum Billing: All orders, including replacement parts, are subject to a minimum billing of \$100.00.

Limited Warranty: All products and materials are guaranteed to be free from defects in material and workmanship for a period of two (3) years from the date of shipping, except for Ballasts, LED drivers and LED modules which carry the ballast manufacturer's warranty. Wooden poles require maintenance every six months or as needed, provided by others. Spectra Lighting, Inc. disclaims all implied warranties including the merchantability and the warranty of the fixtures for a particular purpose and/or application.

Limited Liability: It will be at the option of Spectra Lighting, Inc. whether to repair or replce any products, determined to be a product defect by Spectra Lighting, Inc. Misuse, misapplications or underminiabile damage is not warranted by Spectra Lighting, Inc. No claims for labor or other job site charges, including loss of time or inconvenience, will be allowed unless specifically authorized in writing, in advance, by Spectra Lighting, Inc.