



**Architectural  
Cathode  
Lighting Inc.**

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**ARCHITECTURAL CATHODE LIGHTING, INC.  
STANDARD TERMS & CONDITIONS  
OF SALE AND WARRANTY**

**QUOTATIONS:** Prices stated on our Price Quotation are firm for a period of 30 days.

**TERMS OF PAYMENT:** Terms of payment are as stated on our Price Quotation. A 1 1/2% per month interest charge will apply to all past due accounts. If rough-in materials, hardware, lamps, etc. are stored in Architectural Cathode Lighting, Inc. (ACL) factory for over 25 days for reasons caused by delays in project, ACL will at its option issue progress billings for these stored materials. All open invoices to buyer shall be paid prior to shipment of lamps.

**CANCELLATION:** If Buyer desires to cancel a purchase order to ACL, such cancellation must be done in writing. ACL cancellation charge is 25% of the total project cost or the actual charge incurred by ACL to the date of receipt of Buyer's written cancellation, whichever is greater.

**FREIGHT CHARGES:** All freight charges are F.O.B. our factory and shall be paid for by the Buyer unless otherwise stated on our Price Quotation. Routing and means of transportation will be selected by ACL unless specified by the Buyer. All goods are shipped at the Buyer's risk. Title to merchandise passes to the Buyer when the merchandise is picked up at ACL. Timely pursuit of claims for damage sustained in transit shall be the responsibility of the Buyer.

**SHOP DRAWINGS:** ACL will submit to the Buyer shop drawings on all projects. No materials will be shipped prior to receipt of approved shop drawings or waiver of approval by the Buyer. Field dimensions shall be added to the "Dimension Set" by the Buyer and returned to ACL prior to the manufacture of lamps.

**CHARGE BACKS:** ACL will not allow any chargebacks for labor or material that does not have prior ACL written approval.

**LIMITED WARRANTY:** ACL warrants that all parts furnished by it are free of factory defect as of the date of shipment and will remain so for a period of one year from that date. ACL parts deemed factory defective by the Buyer within the warranty period will be replaced by ACL at no charge to the Buyer, freight prepaid by ACL. ACL may, at its option, require such parts to be returned to ACL, freight collect, for ACL inspection. ACL shall in no event bear any responsibility for cost of removal or reinstallation of factory defective parts unless installation of its parts fell within ACL's scope of work under its original contract with the Buyer. In such case, and after agreement by ACL that the malfunction is the fault of parts and/or labor furnished by ACL, it will correct the malfunction at its own expense, excluding the cost of any special lift equipment or scaffolding required, which expense will be borne by the Buyer. In no event shall ACL be responsible for any consequential damages arising from the handling, installation or use of its materials. This warranty does not cover damage suffered during shipment or storage of ACL parts which shall be the Buyer's sole responsibility. This constitutes ACL's only warranty, express or implied, written or oral, including implied warranties of merchantability or fitness for a particular purpose.

**DELAYS IN DELIVERY:** ACL shall not be liable for delays in shipment or failure to manufacture or ship due to causes beyond its reasonable control.