



Standard Terms & Conditions of Sale

All sales by LPC of the items in this price schedule our catalogs and our websites are made pursuant to these standard terms and conditions of sale. LPC shall not be bound by the terms and conditions stated on a customer's purchase order should the terms alter our policies listed hereon. We reserve the right to alter these terms without notice.

GENERAL CONDITIONS:

LPC reserves the right to refuse sale to any distributor or dealer.

CREDIT:

All orders must be approved by LPC's Credit Department. Placement or acceptance of an order does not constitute the opening of an account. Accounts placed on Credit Hold will not be given credit for returned goods cooperative advertising incentive programs freight allowances or special promotions when applicable until their account is current and in good standing.

OPEN ACCOUNT:

An Approved Original Signed Credit Application is required for shipments on open account. Faxes accepted for processing if Original is mailed to LPC. Periodically LPC will require an updated application to maintain open account status.

SHIPMENT & DELIVERY:

All orders are shipped F.O.B. Plant of Manufacturer freight prepaid and added. LPC will allow full freight charges on all orders over \$2000 shipped within the continental United States (but not including parts globes lenses or poles). Contact our Customer Service Center for freight terms to Alaska Hawaii and international destinations. LPC retains sole discretion in determining shipping methods. Where specific freight carriers are required by the customer freight costs will be added to the invoice.

DROP SHIPMENTS:

Drop shipments must meet freight requirements as published by LPC. We reserve the right to refuse drop shipment orders which are determined to be beyond the distributor's normal trading area. Many delivering carriers impose an additional charge for telephone notification prior to delivery and special handling of merchandise. In these instances the charge will be added to invoices.

UPS SHIPMENTS:

A \$1.50 per carton handling charge will be included in the associated freight charges for UPS shipments. Due to the size weight and fragile nature of our products some items may not be UPS shippable. Consult our Customer Service Center for additional shipping restrictions.

CLAIMS:

Claims for item shortages or merchandise damaged in transit must be filled directly with freight carrier by the distributor.

DAMAGE POLICY:

All shipments are packed with great care. ANY DAMAGE or SHORTAGE (Including Hidden Damage) MUST BE MARKED ON THE BILL OF LADING and REPORTED TO THE FREIGHT CARRIER and LPC WITHIN 24 HOURS OF RECEIPT OF SHIPMENT. If Damages or Shortages are not marked on the Bill of Lading the freight carrier & LPC will not be responsible for any losses.

If damage should occur in transit please do not REFUSE SHIPMENT as this might cause delays and unnecessary freight expenses. Please MARK the FREIGHT BILL with Damage or Shortages and then FILE A CLAIM WITH YOUR CARRIER. Should the need arise we will be glad to help in every possible manner in processing your claim. Damages not reported within 48 hours of receipt will not be covered by the carrier or LPC.

RETURNS:

Merchandise MAY NOT be returned unless accompanied by a written Return Goods Authorization (RGA) issued by LPC. Requests for Return Goods Authorization must be made within 90 days from date of invoice and must be accompanied with a copy of the factory invoice. All returns must be received FREIGHT PREPAID and are subject to a minimum 35% restocking charge. No returns will be accepted or credit issued for merchandise returned in a damaged condition. It is the Customer's responsibility to see that returns are properly packaged so as not to be damaged in transit.

ORDER CANCELLATION:

Written notice of order cancellation MUST be received by LPC from the purchaser PRIOR to the shipment being made. Orders refused at delivery point will be subject to Cancellation fees Additional Freight Charges and Handling fees.

PRICES:

Published pricing by LPC is subject to change without notice. All merchandise will be shipped at prevailing pricing at the time of shipment.

MINIMUM BILLING:

There will be a minimum billing charge of \$100.00. This does not apply to orders for replacement parts or glass.

TAXES:

Prices are subject to state and federal taxes.

TERMS:

Terms are Net 30 days from DATE of INVOICE. A late penalty of 1.5% per month may be assessed on all past due accounts. Past Due Accounts will be placed on HOLD and NO SHIPMENTS will be made until the account is made current. An Original signed tax exempt form is required for tax exempt status. \$100.00 MINIMUM on all orders. Orders are Cash in Advance until credit is established. No COD shipments. Samples are charged at standard price & credited when returned. Please request an RGA for the return.

LIABILITY:

LPC shall not be responsible for any charges involved in repairing or replacing damaged or defective merchandise.

LIGHTING FIXTURE WARRANTY:

LPC fixtures and components and electronic products when properly installed and under normal conditions of use are warranted to be free from defects in materials and workmanship for one year from date of sale. ENERGY STAR Qualified products are warranted for two years.

LPC at its sole option will repair or replace F.O.B. Factory freight prepaid any LPC product defective in materials or workmanship. Such replacement is the exclusive remedy against LPC should any of the products delivered prove defective. Invoices for labor charges and/or charge backs for labor will be denied unless prior written approval is given.

Any modification to a LPC product not made at the factory will void the UL listing as well as the LPC warranty policy.

Please pack product correctly to eliminate shipping damage. Customer will be responsible for product received in damaged condition.