



**EYE LIGHTING  
INTERNATIONAL**

## **LEDioc and LUMINAIRE TERMS & CONDITIONS**

### **APPLICABILITY:**

These Terms and Conditions of Sale, together with the accompanying quotation and Limited Warranties (collectively, the “**Offer**”), set forth the entire terms which govern the sale of the LEDioc and Luminaries by EYE Lighting International of North American, Inc. (“**Seller**”), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, of the offer, and the terms of the Offer prevail over any general terms and conditions in a purchaser’s purchase order or other similar document.

### **PRICING:**

- 1) Official price quotation (“**Quotations**”) provided by Seller will remain valid for (30) days from the date of issuance (the “**Quote Period**”) unless stated otherwise.
- 2) Special Pricing Authorization (SPA) is recommended for each project.
- 3) Products are to be ordered through associated catalog numbers found on the product specification sheet, or on-line at [www.eyelighting.com](http://www.eyelighting.com)
- 4) Accessories not included in the Quotation are priced as separate items and ordered through associated catalog numbers.
- 5) Products not included in the Offer are sold at the prices set forth in Seller’s published price list in force at the time the purchaser submits its purchase order. Seller’s published Price List subject to change without notice.

### **TERMS:**

- 1) Net (30) days from shipping date of invoice.
- 2) Late Payment: A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, will be added to any portion of purchaser’s outstanding balance which is not paid within (30) days after invoice date.
- 3) Credit cards are accepted.
- 4) All pricing is subject to change without notice.

### **TAXES AND SPECIAL FEES:**

- 1) All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by the purchaser. The purchaser shall be responsible for all such charges, costs, and taxes.

**EYE Lighting International of North America, Inc.**  
*a division of Iwasaki Electric of Japan*

9150 Hendricks Road  
Mentor, Ohio 44060

Tel: (440) 350-7000  
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[www.eyelighting.com](http://www.eyelighting.com)  
EQS3612 g1017



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**ORDER CANCELLATION TERMS:**

- 1) MTO (Made to Order) orders may be cancelled, prior to manufacture, without charge if cancelled within (72) hours of receipt of purchase order.
- 2) MTS (Made to Stock) orders may be cancelled, prior to shipping, without charge.
- 3) Please contact customer service to for clarification on MTS vs MTO items.

**RETURN MATERIAL AUTHORIZATION (RMA):**

- 1) MTO (Made to Order) Products, custom to customer requirements, may NOT be returned.
- 2) MTS (Made to Stock) Products may be returned under the following conditions:
  - a) The purchaser must contact Seller through customer service to obtain a Return Merchandise Authorization (“RMA”) number before shipping the product. No returns of any type will be accepted without an RMA number.
  - b) Returns must be made within 30 days of delivery.
  - c) All returns must be clearly marked with the RMA number, and include a copy of the original invoice to ensure proper credit to the purchaser.
  - d) Only unused, current items (active models) in original cartons, in sales ready condition may be returned.
  - e) All return shipments must be insured and shipped prepaid at the purchaser’s expense.
  - f) A 30% restocking fee will be added to all items returned, whether for credit or exchange; the Seller may elect to waive the restocking fee if a replacement order is immediately place totaling the same value of the returned items.

**SHIPPING:**

- 1) F.O.B. EYE Lighting,
- 2) All orders above \$1,500 will be shipped freight prepaid.
- 3) All orders below \$1,500 will be prepay, with shipping charges added. Unless purchaser obtains Seller’s prior consent, all orders must be delivered in the contiguous United States. Seller to select the shipping method unless otherwise agreed, in which case the purchaser is responsible for all cost related to specific transportation instructions.
- 4) Risk of Loss: Unless otherwise agreed to in writing, delivery shall be complete upon transfer of possession of goods to transit carrier, whereupon all risk of loss, damage or destruction to the goods shall pass to the purchaser. The Seller is not responsible for collecting loss claims.
- 5) Claims for losses or damage incurred during transit should be reported directly to the carrier

**CHANGE IN PRODUCT DESIGN:**

- 1) Seller reserves the right to modify, discontinue, and change the design or construction of any product and reserves the right to substitute materials or products.

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