

# TERMS & CONDITIONS OF SALE

## ACCEPTANCE / GOVERNANCE

These terms and conditions of Sale ("Agreement") shall apply to all sales of products by Peachtree Lighting, LLC, a corporation in the state of Georgia. Acceptance of orders can be made only by authorized personnel at Peachtree Lighting. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgement of, and agreement to, these Terms and Conditions. No terms and conditions other than those herein stated, and no agreement or understanding, in any way purporting to modify these terms or conditions shall be binding unless consented to in writing by the factory.

## PAYMENT TERMS

1% cash discount on invoices paid by the 10th of the month following the month of billing. (Freight is excluded from discount) Payments made after the 10th of the month are due on net basis to the 25th of the month. **Custom Order Payment Terms:** A 50% non-refundable deposit is required on all custom orders.

## MINIMUM ORDER

There is a \$350 minimum order requirement except for replacement parts which is \$50.

## FREIGHT TERMS

All sales will be F.O.B. Covington, Ga. Title shall pass from Peachtree Lighting to our customer upon tender of freight to carrier. All claims for loss or damage in transit must be made by consignee to carrier within 10 days from the receipt of the shipment. All claims for shortages must be reported to Peachtree Lighting within 10 days from the receipt of the shipment.

For shipments within the contiguous continental United States, freight will be prepaid and allowed by Peachtree Lighting on any order with a single release totaling \$3,500.00. The allowance applies to shipments assigned to freight forwarders in the US for eventual shipment into Canada. Customers must consult factory for all other shipments outside the continental United States. Peachtree Lighting reserves the right to make one complete shipment by the carrier of our choice. Partial shipments will be made only at the discretion of Peachtree Lighting. Any shipments requiring a carrier of the customer's choice, including expedited service (e.g. air freight,) shall be paid by the customer and so indicated on the purchase order. Customers shall be responsible for all charges associated with any redirected shipments. *No freight allowance on orders for Custom products.*

## LEAD TIMES / SHIPPING SCHEDULES

Lead times are approximate and are based on conditions existing at the time. Peachtree Lighting shall not be responsible for any charges associated with shipment delays.

## CANCELLATIONS:

Cancelled orders are subject to cancellation charges based on the cost of the components ordered and required for completion. Made-to-order products are subject to cancellation charges equal to 100% of the product sell price.

## RETURNS

All non-standard, made-to-order, special, custom or modified products are not returnable. It should be noted that most Peachtree Lighting products are made to order. From time to time, the factory may elect to return products and/or components for testing. Any products returned must be preauthorized and accompanied by factory issued documentation.

## PRICING

Prices are subject to change without notice. In the event of a price increase, all accepted orders in hand will be honored at the quoted price. Orders received after the date of the increase will be billed at a higher price as designated by the terms of the increase. All quotations are good for sixty days unless noted otherwise. The price for goods does not include any sales, use or other taxes or charges payable to state or local authorities. Purchaser certifies the sale of the goods is exempt from such taxes and Purchaser assumes the liability for any such tax.

## SPECIFICATIONS

All specifications contained in Peachtree Lighting's catalog, website or promotional literature are subject to change without notice and without liability to Peachtree Lighting. The catalog, website and pricing instruments have been prepared for the convenience of the user and shall not be interpreted as an offer to sell. Every effort is made to make them accurate and complete for each printing or posting, but Peachtree Lighting reserves the right to correct, delete or change information at any time without notification.

## SERVICE AREA LIMITATION

The company reserves the right to refuse to make quotations, accept orders, or make shipments to points of destination outside the regular or assigned selling and service areas of the customer.

## SECURITY INTEREST

Peachtree Lighting shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) has been paid by the customer. In the event the customer shall default in payment, Peachtree Lighting (or our assignee) has the right, in addition to and not exclusive of any other rights it may have under the Uniform Commercial Code or otherwise, to enter upon the premises where the goods are located and retake possession thereof, without notice.

## LIMITED WARRANTY

Peachtree Lighting, LLC warrants to the customer for resale only that our products are free from defects in materials and workmanship. Our obligation is expressly limited to repair or replacement without charge (at our discretion), for a period of one year from the date of shipment. In addition, Peachtree Lighting warrants LED modules and LED drivers to be free of defects in material or workmanship for a period of five years from the date of shipment. Replacement components shall be provided for defective LED modules and LED drivers. Any costs to remove, repair or reinstall fixtures are expressly excluded. Equipment furnished as components of Peachtree Lighting products but manufactured by others, (ballast, transformers, battery packs, etc.) carry the warranty of the manufacturer of that equipment.

The foregoing warranty terms are exclusive and in lieu of all other warranties. Peachtree Lighting, LLC makes no representations or warranties except as expressly set forth in these Terms and Conditions. Peachtree Lighting, LLC expressly disclaims all other representations and warranties, expressed or implied including without limitation any warranties of merchantability or fitness for a particular purpose. No distributor or supplier of Peachtree Lighting, LLC has the authority to modify or amend this limited warranty.

**Effective 5/1/2017 -- supersedes any previously published terms and conditions.**