



Times Square Lighting Co., Inc.
5 Holt Drive
Stony Point, NY 10980
(845) 947-3034
fax (845) 947-3047
www.tslight.com

TERMS & CONDITIONS

Terms:

Payment on all orders is due NET 30 days FOB origin after credit has been established. All other accounts can be shipped COD, credit card, or prepaid. A 1% monthly service charge may be applied to all payments made after 30 days FOB origin. The maximum credit card amount is to be determined by Times Square Lighting (TSL) at time of payment. TSL reserves the right to add credit card fees incurred by TSL onto payment.

Transportation:

All shipments are FOB Stony Point. TSL reserves the right to choose freight carriers. Any claims regarding shortages or alleged shipping errors must be made within 7 days of receipt, or such claims will be waived. Times Square Lighting reserves the right to make partial shipments unless otherwise noted by the purchaser.

Shipping:

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Damages:

The carrier assumes all responsibility for losses, shortages, and concealed damages in transit. Title of goods passes to the purchaser once freight leaves our loading dock; therefore the purchaser must make all claims with the freight carrier.

Returns:

Merchandise may not be returned without written authorization from Times Square Lighting, and must be returned within 30 days. Requests to return merchandise must be made in writing within 14 days from the date of shipment. All returns must be in original cartons. Times Square Lighting will not credit damaged merchandise returned. A 40% charge for handling, inspecting, and restocking will be imposed. Special, custom, or modified catalog order items are not subject to return.

Cancellations:

Special or custom order items may not be cancelled. A 50% restocking charge will be applied to catalog order items cancelled within two weeks of their scheduled ship date.

Prices & Quotations:

Prices are subject to change without notice. Possessions of catalog material and/or price sheets are not in itself an offer to sell. We reserve the right to withdraw quotations at any time for any reason prior to acceptance. We will not accept responsibility or labor charge backs in connection with errors of measure, description, price etc. An addition to orders already processed will be treated as a new order and priced as a new order. If Times Square Lighting is notified to release an order, and the order is fabricated and put back on hold, the customer is

responsible for payment immediately. If shipment is made and refused for any reason, customer is still responsible for payment and all extra freight charges.

Minimum Orders:

Orders less than \$50.00 net value will be billed at a minimum billing charge of \$50.00.

Orders on Hold:

Orders placed on hold will not be put into production until we have a release in writing. Invoicing of held orders will be billed at the current price when released.

Five Year Warranty:

All Times Square Lighting fixtures are manufactured, tested, and inspected by IBEW employees before they leave our factory. If any product is proven to be defective and the customer returns such product, FOB factory freight prepaid, Times Square Lighting, at its sole discretion, will repair the product or provide the client with a new product in its place. The customer shall be responsible for removing, shipping, and reinstalling such products. TSL shall not be responsible for any costs incurred in the removal, shipping of, and reinstallation of such products. TSL will not be responsible for any back-charges incurred in the removal, shipping of, and reinstallation of such products.

TSL's sole obligation is to repair or replace defective products as described in these terms and conditions. TSL makes no other warranty of any kind, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby expressly disclaimed by TSL and excluded from this warranty.

Ballast's, transformers, LED's, LED modules, sockets, lighting track, and accessories, dimmers, controls, and the like, as well as lighting fixtures not manufactured by TSL are warranted separately by their respective manufacturers and only to the extent of their individual warranty.

This warranty does not apply to any products that have been repaired or altered by others, subject to accident, neglect or misuse, or used in a manner contrary to TSL's instructions or operating procedures.

Using TSL products in conjunction with products manufactured by a third party is done so at the sole risk of the customer. Any physical or financial damage resulting from such confluence of products, whether intentional or not, shall be the sole responsibility of the customer and TSL shall be held harmless.