



Terms and Conditions of Sale

Order Acceptance

Clear-Vu Lighting (CVL) offers to sell and deliver lighting products in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. CVL hereby objects to and rejects any additional or alternative terms proposed by Buyer, including those contained in Buyer's purchase order, unless CVL expressly agrees to such terms in writing. All orders are subject to credit approval and acceptance by CVL. Credit availability is granted at the discretion of CVL. We reserve the right to refuse to manufacture any item that is not in stock, or in the event that the order is too small to run on a production basis.

Under no circumstances will CVL accept any purchase orders that include possible penalties of any type; including, but not limited to: Late deliveries, damage in transit, incomplete orders, or orders requested with specific brand and model components unless expressly agreed to in writing on our order quote or confirmation. We reserve the right to substitute equivalent functioning component parts as needed.

Pricing

Prices and specifications are subject to change without notice. If the prices of fuels, metals, raw materials, equipment or other production costs increase significantly, CVL shall have the right, and Buyer shall have the obligation to renegotiate the price of all products not yet shipped. If an agreement is not reached, CVL reserves the right to terminate any unshipped orders without liability.

Tariffs

The U.S. Government has been imposing tariffs on certain imported parts and materials. As notice is typically 'short term', prices may be adjusted to reflect the additional costs associated to the component parts affected by these tariffs. We will notify the customer in the event that price adjustments are required, and customer may cancel the order if additional costs are declined.

Quotations, Data Sheets and Specifications

Prices are firm for thirty (30) days unless otherwise specified. All quotes on equals substituted by CVL require customer approval after submittal of cuts. We cannot guarantee approval. CVL is not responsible for misinterpretation. Specifications and dimensions of all products are subject to normal manufacturing tolerances and may change without prior notice. Fixture design and specification sheets may be updated and/or modified as necessary and it is the Buyer's responsibility to obtain from CVL and verify the latest catalog sheets to confirm dimensions, mounting details, knockouts, holes etc... CVL will not be responsible for any costs associated with non-conformity to outdated published material, including that obtained from CVL's website. Website listings and specification sheets are merely indicative of what we offer for sale. This does not necessarily mean that all items are carried in stock.

Lamps, Tubes and Mounting Hardware

Lamps, LED tubes, mounting hardware and accessories are not included in pricing unless specifically listed as included on specification sheet in effect at time of order, or indicated on quotation and accepted purchase order.

Hold Orders

Parts for orders marked "Hold for Release" or "Hold for Shipping Date" will not be manufactured or components purchased until firm release date is provided. We reserve the right to renegotiate pricing at time of release if the release extends beyond the stipulated time on our quotation and/or acknowledgement.

Cancellations

As most items are built to order, cancellations will only be accepted if parts have not been specifically purchased or produced. Cancellation charges, vendor restock fees, and any costs to return purchased parts to our vendors will be assessed as applicable. If production has commenced, we reserve the right to assess fees to cover work completed and costs to dismantle and restock the parts. If an order is canceled after shipment or refused at destination, restocking charges of up to 100% of warehousing fees, delivery and return costs will be charged to the customer.

Lead Times

Lead times are estimates based on material availability and production schedule at time of quotation and are subject to change between quotation and date order is actually placed and released. While we strive to meet estimated due dates or quoted lead times, many components come from global sources and domestic vendors and delays occasionally occur. CVL will not be liable for any consequential damages, penalties or express freight charges due to delays.

Terms of Payment

If CVL extends credit to Buyer, payment terms shall be net thirty (30) days from date of invoice, unless otherwise stated on quotation. CVL may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. No discounts of any kind will be accepted on any shipping charges or additional surcharges as assessed by the trucking companies.

If Buyer fails to make any payment when due, CVL reserves the right to suspend or cancel performance under any agreements in which CVL has extended credit to Buyer. Suspension of performance may result in rescheduling delays. If, in CVL's judgement, Buyer's financial condition does not justify the payment terms specified herein, CVL reserves the right to terminate the sales contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect CVL's right to pursue any other available remedies including but not limited to collection agencies, attorney fees, and associated expenses.

No deductions from invoices will be allowed without authorization, in writing, from CVL maintains the right to charge a 1.5% per month service charge on all past due balances, as well as reasonable collection costs and fees, including but not limited to attorney, filing fees, and other associated costs of collection. The laws of the STATE OF NEW YORK shall be applicable to all suits arising between CVL and the Buyer, and in the event of litigation, the venue will be Suffolk County, New York.

CVL does not allow discounts on credit card payments.

Advance Deposit Payments

Any advance payments for orders shipped in installments will be applied to the final shipment(s) only.

Freight

All prices F.O.B. factory - Central Islip, New York unless otherwise stated on CVL issued order quotation or acknowledgement. Any orders quoted with pre-paid freight charges must be ordered in no less than quoted quantities and destination. Please contact your local CVL sales agent or the factory for terms and order value requirements. Certain items including but not limited to replacement parts and lamps are excluded from any freight policy.

Additional freight charges: Certain destinations such as residential, schools, colleges and universities, rural locations and others may require the use of special delivery equipment including but not limited to smaller size trucks, trucks equipped with lift gates, delivery sites requiring appointments or special delivery times. Carriers may impose additional charges for redelivery, refused shipments, reconsignment, incorrect or incomplete delivery address supplied to CVL, storage, and carrier shipment audits due to irregular size pallets or dimensional weight. These charges will be invoiced by CVL to the Buyer. Please notify your CVL representative of any known delivery requirements at time of quotation or order placement.

Normal transportation costs will be prepaid and added to invoice unless otherwise stated on purchase order. Customer orders requesting specific carriers or collect or third party billing must clearly state these requirements on **each** purchase order. Orders requiring special or custom packaging including but not limited to special size pallets, double boxing, crating or other special requirements may incur additional packaging charges.

Important note: Shipping companies are starting to assess charges based on 'dimensional weight' and not only actual weight. Irregular or oversized pallets which reduce their capacity yield may incur additional charges which may be invoiced after receipt. At times, carriers may repack or restack pallets for better space utilization. CVL cannot assume responsibility for damage in shipping based on improper carrier handling.

Inspection Upon Receipt

For shipments using prepaid freight from CVL: Title to the material transfers to the destination recipient upon carrier pickup. Every palletized shipment made by CVL is photographed prior to being loaded. Every pallet is clearly labeled with receiver inspection instructions which state that ANY signs of damage or mishandling MUST be noted on the carrier's bill of lading PRIOR to the truck driver's departure from the premises. The label also provides our email address to send photos of any damage to. Merely signing and stating 'subject to inspection' is not sufficient and subsequent claims will not be honored. CVL may assist in the filing of freight claims and in no way can accept any responsibility for damages. Carrier liability will ONLY cover damage that is clearly stated and signed for as such on the carrier bill of lading at the time of delivery. Any concealed damage must be reported to CVL within 24 hours of delivery. **DO NOT DISPOSE OF ANY DAMAGED GOODS UNTIL INSTRUCTED TO DO SO BY CVL.** Failure to follow these instructions will forfeit any rights to claim for damage through the carrier of CVL.

Any delivery receipts signed for with no damages or shortages noted on the bill of lading prior to driver leaving the premises are deemed to be accepted by the recipient as free and clear of any carrier liability or claims.

Reshipment for material signed for as damaged at time of delivery: We will make every effort to ship replacement material in a timely manner but cannot guarantee immediate availability or incur any expedited freight charges whatsoever.

For shipments using customer specified carrier: Any and all claims must be filed directly with the carrier. CVL accepts no responsibility for damage or shortages using any customer specified or third party carriers.

Recipient must verify count at time of delivery prior to signing delivery receipt. Any claims for shortage MUST be noted on the carrier's bill of lading.

Small parcel shipments sent via UPS, FedEx or similar services may include additional packaging or handling charges in addition to the actual shipping cost. Any items received as damaged should be signed for as such. These terms also apply to shipments made on customer's shipping account.

Routing is at the discretion of CVL. If customer will assume any additional charges, CVL will ship in the manner selected by the customer. Fuel or other carrier assessed surcharges added by the carrier will be passed on to the purchaser and are not subject to any freight policy. Fuel and shipping surcharges are to be paid NET and are not discountable for any reason. CVL is not responsible for the duties and taxes on items shipped out of the United States. The duties, taxes and Custom fees are the sole responsibility of the intended consignee. Orders shipped out of the United States may take an additional amount of time for delivery due to Customs clearance. All shipments that incur storage charges due to delays in providing the freight carrier with the necessary information and contact information necessary to clear Customs are the responsibility of the consignee. Unauthorized deductions will be charged back to the consignee.

CVL will not be liable for ANY penalties or charge backs resulting from delayed shipments regardless of cause.

This 8.5" x 11" label is on EVERY palletized shipment from CVL.

Errors, Omissions and Style Changes

All catalog and illustrative material from CVL has been carefully proofread. We assume no responsibility if an error or an omission does occur. In the event that a style is changed, or it becomes necessary to use parts or materials other than shown on the respective catalog data sheet, we reserve the right to ship the item closest to the original designation.

Field Service and Repair

Our standard warranty terms specifically exclude any and all charges for labor. However, if we elect to provide field inspection or repair, it will be done strictly as a courtesy and convenience to the end user. It is the facility's responsibility to identify specific products and locations of products claimed defective, provide safe accessibility to the lighting equipment (including providing any ladders, scaffolds, or other necessary equipment) as well as provide adequate protection to prevent damage to the building or its interior, obtain union or other cooperation regarding free access to the site for field service personnel and turn power on and off as required. Any field service work will be performed only during normal weekday working hours. CVL reserves the right to supply non-union labor as necessary to provide any warranty related repairs. CVL will not be responsible for any costs incurred in providing access to the lighting equipment. Our performance of any services is in no way an extension of our liability beyond our Terms and Conditions of Sale and Limited Warranty contained herein.

Return Goods

No merchandise may be returned without prior authorization and will be refused at loading dock if the Return Goods Authorization (RGA) Number is not clearly marked on the outside of the carton(s). An RGA Number is valid for thirty (30) days only. Material must be shipped prepaid. Refunds will be issued in the form of credit toward future purchases at CVL only. No refund checks will be issued. Material must be received by CVL in good condition, within three (3) months of original invoice date. There will be a deduction for freight out and the return is subject to a minimum 25% restocking fee as well as a reconditioning charge if necessary and/or applicable. Special finishes or custom orders may NOT be returned. Fixtures returned for repair, replacement or credit will not be accepted if they are defaced in any way (ie: permanent marker, ink or any other similar means). Defective units should be labeled with tape or other easily removable tag.

These terms and warranty may be modified at any time without notice and such modification will only be effective to any products purchased after the modification effective date. CVL LED assumes no responsibility for misapplication of fixtures.

ALERT!

BEFORE DRIVER LEAVES

INSPECT: CHECK FOR DAMAGES OF ANY KIND
(OR SHORTAGES)

REPORT: IF THERE ARE ANY DAMAGES, EVEN MINOR, THE TRUCKER'S BILL OF LADING SHOULD BE SIGNED FOR AS 'DAMAGED' (RATHER THAN SUBJECT TO INSPECTION)

PHOTOS: TAKE PHOTOS (USE A SMARTPHONE ETC)
EMAIL THEM TO: SALES@LAMARLIGHTING.COM
WE TOOK PHOTOS AT THE FACTORY BEFORE YOUR SHIPMENT LEFT

IF THIS IS NOT DONE, YOU ARE WAIVING YOUR RIGHTS TO FILE A CLAIM

LAMAR LIGHTING WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR SHORTAGES THAT ARE NOT NOTED ON CARRIER'S BILL OF LADING

Lamar Lighting (631) 777-7700

Limited Warranty

LED

CVL warrants its commercial lighting fixtures containing light emitting diodes (LED) to be free from defects in materials and workmanship for a period of five (5) years from date of shipment from factory unless otherwise noted on individual specification sheets and/or other CVL published documents, subject to latest applicable revision date. LED modules and boards will be considered defective in material or workmanship only if a total of 15% or more of the individual LEDs fail to illuminate on any one board or module. All lighting products are intended to be installed by qualified licensed electricians.

The warranty specifically excludes the following: Any defects or failures caused by improper installation; physical damage of any kind; water damage in fixtures labeled for dry or damp location; damage due to water submersion or high pressure wash-down outside the scope of specific fixture IP rating; damage due to cleaning materials, harsh chemicals or reactive cleaning agents; damage from exposure to Chlorine, Bromine or other hazardous chemicals or gases; insect or animal damage; vandalism; induced vibration; smoke or fire; acts of nature; faulty wire connections, reversed polarity, improper grounding, connection to supply voltage other than listed on product label, input voltage out of tolerance (-10%/+5%), voltage spikes, dips or surges; excessive switching; electrical or physical damage attributable to lightning strike; exposure to excessive ambient temperatures outside the recommended operating range (electrical components have operating temperature limits, consult factory for specific model suitability where ambient temperatures will exceed 25°C/77°F or lower than 0°C/32°F); (units with emergency battery packs should not be installed where ambient temperature is below 0°C/32°F) the use of any insulation within 3" of recessed fixtures, unless fixture is specifically labeled "type IC"; fault, negligence or unauthorized modifications or change of original wiring or components; damage caused by any third party parts or controls; failure to comply with applicable codes or standards.

It is up to the end user to confirm suitability for a specific application. Please consult factory if fixtures are to be mounted in areas outside the ambient temperature ranges stated above. Some fixtures are intended for suspended mounting only to assure proper operation. Failures due to misapplication of product are not covered under any warranty. For any covered failures under this warranty, CVL, at its sole discretion, will repair or provide replacement of the product or defective part(s) with positively no labor or equipment allowance unless specifically authorized in writing by CVL before work is begun. This statement does not imply that labor or equipment allowance will be considered or authorized. Charge backs or deductions for unauthorized repairs will not be accepted.

This warranty applies only to the original end user installation location and may not be transferred. Warranty claims must be made within 15 days of discovery of defect or failure to an authorized CVL representative who will submit claim to factory. Parts returns will not be accepted without prior authorization and Return Goods Authorization (RGA) Number issued by CVL will not be responsible for the costs or expenses associated with the return of product(s) to the factory. CVL or its Vendors will bear the cost for return shipment of replacement parts to the customer.

Special note pertaining to plastic parts: Environmental conditions may affect certain plastics used as diffusers in lighting fixtures and these parts are not warranted against yellowing or deterioration which may occur over time due to normal product aging or exposure to certain chemicals, vapors and airborne contaminants that can cause damage such as cracking, crazing, deterioration or mechanical failure. It is up to the end user to determine suitability for materials in the final end use. A list of acceptable and unacceptable environmental chemical materials is available upon request or at www.clearvulighting.com under the technical help tab or visit: <https://bit.ly/2YYhXSX>.

CVL will not be liable for any consequential, incidental indirect or punitive damages or charges even if informed of the possibility of such damages, whether as the result of breach of contract, warranty, tort (including negligence), loss of time, revenue, profit, productivity, downtime or any other charges including but not limited to: labor, equipment rental, downtime cost, use of property, loss of business or any inconvenience arising out of any failure or breach of the warranty or obligations under such warranty. CVL makes no claims or warranty with regard to minimum useful life or performance of any material or product past the product's stated limited warranty.

These terms and warranty may be modified at any time without notice and such modification will only be effective to any products purchased after the modification effective date. CVL LED assumes no responsibility for misapplication of fixtures.

All lighting products are intended to be installed by qualified licensed electricians.

Fluorescent

All fluorescent equipment is warranted for a period of one year. The warranty specifically excludes the following: Any defects or failures caused by improper installation; physical damage of any kind; water damage in fixtures labeled for dry or damp location; damage due to water submersion or high pressure wash-down outside the scope of specific fixture IP rating; damage due to cleaning materials, harsh chemicals or reactive cleaning agents; damage from exposure to Chlorine, Bromine or other hazardous chemicals or gases; insect or animal damage; vandalism; induced vibration; smoke or fire; acts of nature; faulty wire connections, reversed polarity, improper grounding, connection to supply voltage other than listed on product label, input voltage out of tolerance (-10%/+5%), voltage spikes, dips or surges; excessive switching; electrical or physical damage attributable to lightning strike; exposure to excessive ambient temperatures outside the recommended operating range (electric components have operating temperature limits, consult factory for specific model suitability where ambient temperatures will exceed 25°C/77°F or lower than 0°C/32°F); the use of any insulation within 3" of recessed fixtures, unless fixture is specifically labeled "type IC"; fault, negligence or unauthorized modifications or change of original wiring or components; damage caused by any third party parts or controls; failure to comply with applicable codes or standards.

Warranty excludes physical damage to all lenses, diffusers and louvers. A replacement part will be furnished in exchange for any part in a fixture, excluding lamps, which under normal use and service proves defective within one year after purchase. All lighting fixtures should be inspected prior to installation.

It is up to the end user to confirm suitability for a specific application. Please consult factory if fixtures are to be mounted in areas of extreme high or low ambient temperatures. Some fixtures are intended for suspended mounting only to ensure proper operation. Failures due to misapplication of product are not covered under any warranty. For any covered failures under this warranty, CVL, at its sole discretion will repair or provide replacement of the product or defective part(s) with positively no labor or equipment allowance unless specifically authorized in writing by CVL before work is begun. This statement does not imply that labor or equipment allowance will be considered or authorized. Charge backs or deductions for unauthorized repairs will not be accepted.

This warranty applies only to the original end user installation location and may not be transferred. Warranty claims must be made within 15 days of discovery of defect or failure to an authorized CVL Lighting representative who will submit claim to factory. Parts will not be accepted without prior authorization and Return Authorization Number issued by CVL will not be responsible for the costs or expenses associated with the return of product(s) to the factory. CVL or its Vendors will bear the cost for return shipment of replacement parts to the customer. Special note pertaining to plastic parts: Environmental conditions may affect certain plastics used as diffusers in lighting fixtures and these parts are not warranted against yellowing or deterioration which may occur over time due to normal product aging or exposure to certain chemicals, vapors and airborne contaminants that can cause damage such as cracking, crazing, deterioration or mechanical failure. It is up to the end user to determine suitability for materials in the final end use. A list of acceptable and unacceptable environmental chemical materials is available upon request. CVL will not be liable for any consequential, incidental indirect or punitive damages or charges even if informed of the possibility of such damages, whether as the result of breach of contract, warranty, tort (including negligence), loss of time, revenue, profit, productivity, downtime or any other charges including but not limited to: labor, equipment rental, downtime cost, use of property, loss of business or any inconvenience arising out of any failure or breach of the warranty or obligations under such warranty. CVL makes no claims or warranty with regard to minimum useful life or performance of any material or product past the product's stated limited warranty.

Driver and Ballast Warranty

The ballasts and drivers used by our Company are those of recognized manufacturers and are warranted by their respective manufacturer only. Orders calling for specific brand names or models of ballasts or drivers will be handled on a quotation basis only. Any claims for defects in ballasts or drivers occurring outside of CVL's limited warranty period should be directed to the respective ballast or driver manufacturer. Copies of manufacturer's warranties are available upon request. In no event shall CVL accept any charge backs or labor invoices without express written consent from the factory prior to any work being performed. Should there be a ballast or driver failure within CVL's warranty period, advise CVL immediately and we will notify the ballast or driver manufacturer of the difficulty. They in turn will notify you as to disposition of this problem. Do not proceed with repairs until authorization is received from the ballast or driver manufacturer.

All of our drivers and ballasts are labeled by us. Parts returned for replacement without CVL label will not be accepted. Wire leads on returned parts MUST be a minimum of six inches (6") long for testing. Drivers or ballasts with wire leads cut shorter than six inches (6") will not be accepted for warranty replacement. We will only accept defective ballasts or drivers for exchange within the CVL warranty period (1 year for fluorescent, 5 years for LED) from date of shipment from our factory.

EFFECTIVE 08/2020