

# Terms and Conditions

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 [xtralight.com/resources/terms-conditions](http://xtralight.com/resources/terms-conditions)

**WORKING HARDER. LIGHTING SMARTER.**

**PRICES:** Prices are subject to change without notice. In the event of a price increase, all orders on hand will be filled at the lower price provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to price increase, the orders will be subject to the Prices and Terms of Sale in effect on date of shipment. Quotes are valid for thirty (30) days from the date of quotation unless indicated otherwise.

**TERMS OF PAYMENT:** Payment by the Purchaser shall be made within a maximum period of thirty (30) days after the date of the invoice, unless otherwise approved in advance in writing by XtraLight. In the event an invoice becomes past due, XtraLight reserves the right to collect from the Purchaser a 1½% monthly interest fee on all past due accounts.

**FREIGHT CHARGES AND RISK OF LOSS** – XtraLight shall use commercially reasonable efforts to make shipments on the date(s) as agreed by the Parties. Shipments are F.O.B. factory. Freight charges are the responsibility of the Purchaser. All products shall be deemed to be delivered and risk of loss shall pass to the Purchaser at such time as the product is loaded into a transportation carrier vehicle.

**DELIVERY** – Orders must include complete shipping instructions. XtraLight reserves the right to ship as it deems advisable unless specific instructions are provided. XtraLight shall use reasonable efforts to meet delivery dates but such dates are deemed approximate and XtraLight shall be allowed a reasonable variance from all such dates unless agreed otherwise.

**ACCEPTANCE.** All products delivered hereunder shall be deemed accepted by Buyer as conforming to this Agreement, and Buyer shall have no right to revoke any acceptance, unless written notice of the claimed nonconformity is received by Seller within sixty (60) days of delivery thereof. Notwithstanding the foregoing, any use of a product by Buyer, its agents, employees, contractors or licensees, for any purpose, after delivery thereof, shall constitute acceptance of that product by Buyer.

**FORCE MAJEURE** – XtraLight shall not be liable for any delays, conditions or the inability to perform due to strikes, labor disputes, lockouts, fire, flood, hurricanes, war, declared or undeclared, insurrections, riots, acts of nature, embargoes by foreign nations, inability to obtain or unusual delays in obtaining materials, shortages of power needed to operate plants, governmental regulations or priorities, or any other cause beyond the reasonable control of the Company. In case of any delays in receipt or shortages of materials or shortages of power needed to operate plants, XtraLight reserves the right, in its sole discretion, to determine the

assignment of materials and the order of priority in filling orders. XtraLight also reserves the right, in its sole discretion, to cancel orders by written notice in the event it believes that by reason of the foregoing it will not be able to meet the scheduled completion date(s).

All orders are accepted subject to governmental regulation on material usage, whenever applicable. Laws and building and safety codes governing the design and use of lighting application products vary widely. XtraLight does not control the selection of product configurations and assumes no responsibility thereof.

**CANCELLATION AND CHANGE ORDER CHARGES** – Customer orders for special materials or for products fabricated specifically to Customer’s dimensions, or where special materials or services are procured by the XtraLight for use on Customer’s order, or where lighting design services have been performed, will be subject to cancellation charges at levels commensurate with the value of such product or services rendered. In the event of order cancellation there will be a cancellation charge of the costs incurred up to the time of cancellation or change.

**BALANCE DUE MATERIALS** – Any portion of an order omitted from original shipment because of shortage of stock or other conditions beyond XtraLight’s control shall be invoiced at the same price and on the same terms as if included in the original shipment. When the balance due material shipment weighs 100 pounds or more, the transportation charge will be based on the combined weight of the previous and balance due shipments. If the balance due shipment is less than 100 pounds, XtraLight shall prepay and absorb the freight on that portion of the order.

**RETURNED MATERIAL** – XtraLight will not accept any material returned to it unless such return has been authorized in writing previously. Customer must notify XtraLight within 7 days of receipt of material. Customer must return material within 30 days of written notification from XtraLight. Material returned under such authority shall be subject to XtraLight’s regular inspection. If found saleable without requiring reconditioning or further work, credit will be issued in the amount invoiced less handling charge of 25% returned material charge or \$100.00 net whichever is greater. No credit will be issued for goods produced to order, or for goods received more than 30 days after authorization to return. All shipping charges for returns are the sole responsibility of the Customer.

**INSPECTION** – No claims on account of errors or shortages or rejection because of defects ascertainable on visual inspection shall be allowed unless such errors are reported to XtraLight within 7 days after receipt of shipment.

**LAMPS** – XtraLight is not responsible for broken lamps or lamps becoming unseated during transit.

**INSTALLATION** – XtraLight hereby disclaims all liability for, and is neither responsible nor liable for any damages or costs that may result from improper installation of its products. It is the sole and absolute responsibility of the Customer purchasing an XtraLight product to ensure that the XtraLight product is installed properly and in accordance with XtraLight’s instructions. This responsibility is retained even though the product may be resold for installation by party other than the purchasing Customer. The purchasing Customer shall be liable to XtraLight for all damages and costs that result from improper installation, regardless of who actually performs the installation.

**TOOLS AND DIES** – Charges made for dies and tools do not convey title or the right to remove any such tools or dies from XtraLight’s facility.

**SAMPLES** – Contact XtraLight’s Customer Service for the pricing for samples.

**LIMITED WARRANTY:** XtraLight’s luminaires are warranted for a period of one (1) year from the date of manufacture against mechanical, electrical and physical defects provided the luminaire is installed properly and used for its intended purpose. Component parts may carry longer warranties depending on the component part manufacturer. This warranty is void if the product is exposed to extreme temperatures, vibration, chemical or any other environmental conditions that the product is not an intended use for the luminaire. A copy of XtraLight’s Limited Warranty may be obtained at [www.xtralight.com](http://www.xtralight.com) or by contacting XtraLight Customer Service. XtraLight assumes no responsibility for improper selection or installation of its products. XtraLight’s obligation under this limited warranty is to replace defective parts or products at its discretion, provided such parts or products are brought to XtraLight’s attention within the specified time period.

**REPLACEMENT PARTS OR PRODUCTS DO NOT INCLUDE LABOR OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER UNLESS AUTHORIZED IN WRITING BY XTRALIGHT. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR ANY PURPOSE XTRALIGHT HEREBY DISCLAIMS.**

**LIMITATION OF LIABILITY AND CLAIMS.- SELLER’S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL IN NO EVENT EXCEED THE AMOUNT, IF ANY, RECEIVED BY SELLER HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND, HOWEVER CAUSED, OR ANY PUNITIVE, EXEMPLARY OR OTHER DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN ANYWAY CONNECTED WITH THIS AGREEMENT OR PRODUCTS OR SERVICES FURNISHED BY SELLER MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUED.**

**ATTORNEY'S FEES.** In the event of default in payment of the purchase price or any part thereof, Buyer agrees to pay Seller's expenses, including reasonable attorney's fees and expenses, incurred by Seller in enforcing payment thereof, including all expenses incurred in connection with any arbitration or judicial proceeding.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, proposals, agreements and understandings, whether oral or written, relating to the products to be purchased hereunder or otherwise relating to the subject matter of this Agreement. Any representation, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller.

Download Terms and Conditions: [\*\*XtraLight Terms and Conditions.pdf\*\*](#)

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