## Terms and Conditions

**PRICES:** Prices represent F.O.B. Factory, Houston, Texas and are in US Dollars. Prices do not include shipping or tax. Prices and product availability are subject to change without notice.

**ORDERING:** All customers have payment terms of "Due Upon Receipt". A 50% deposit is required on all orders. A purchase order and a sales and use tax certificate is required with all company orders. If you are tax exempt, we must have your exemption certificate on file prior to shipment. Final payment is required prior to shipping orders including international customers.

**PAYMENT TYPE:** Payment method is by Visa, Master Card, American Express, or Discover. Notification is required if requesting payment by company check or wire.

**DELIVERY:** Allow 2 to 4 weeks after receipt of required deposit for order to be shipped. Any discrepancies in the products received, must be reported within 72 hours to Phantom Lighting System or the resolution is not guaranteed.

SHIPPING & FREIGHT: All products are only shipped by UPS® at the customer's expense to the contiguous United States. All orders are shipped UPS-Ground® unless specified differently on the acknowledgement/credit card form. You may provide your company's UPS® account number when placing an order to pay for shipping. Any claims for damages, loss, or shortages in transit must be made by the purchaser to UPS®. All international customers are responsible for all taxes and duties, and must provide a freight forwarder.

**RUSH ORDERS:** Phantom Lights and Contour Projectors needing to be shipped faster than our standard delivery time is considered a "Rush Order". Rush orders will be shipped within 7 business days from the date the deposit is received for \$125.00 rush fee plus shipping charges. For parts and accessories, a \$25.00 rush fee plus shipping charges will be added to all rush orders.

CREDIT TERMS & CONDITIONS: Customers with a regular purchase history of 6 to 12 months and a volume average of \$2500 or more may request to apply for credit. The credit application will be verified and approved for future ordering. The normal terms on an account are Net 30 Days. If payment is not received within the agreed terms of the account and your account is more than 30 days past due, your account may be subject to a finance charge at 1.5% per month. If your account is over 60 days past due, you will be subject to terms of "Due Upon Receipt" on orders until the account is brought current. Accounts inactive for one year or more, the terms will automatically change to "Due Upon Receipt".

**RETURNS:** Custom fabricated PHANTOM™ products are nonreturnable. For all returns (Warranty and Non-Warranty), request an RGA form by email to Sales@PhantomLighting.com. Upon approval an RGA number will be issued. An RGA number does not guarantee that the product is defective or that credit will be issued. Final determination if a product is defective cannot be fully determined until the product is received and inspected before an exchange or credit can be issued. All returned products are shipped prepaid by the customer. If the product is determined as "defective", the product will be repaired or replaced and returned to the customer by UPS® Ground prepaid by Phantom Lighting. If the product is determined as "not defective", it may be returned to the customer. Products that have been installed cannot be returned. Returns on Phantom products that are not considered custom, parts and accessory items, will be charged a 25% restocking fee. Allow 30 business days from receipt of the product for credit if any to be issued.

WARRANTY: PHANTOM™ LIGHTING SYSTEM warrants its products against defects in any material and workmanship for (3) three years from the invoice date. PHANTOM™ reserves the right to either repair or replace without charge, any properly installed PHANTOM™ product which falls under normal operating conditions within the specified warranty period for fixtures (excluding lamps) and transformers, provided it is returned to the factory, transportation prepaid, and our inspection determines it to be defective under the terms of the warranty. This warranty covers only equipment manufactured by PHANTOM™ and does not extend to transportation, installation, or replacement charges, nor does it apply to any equipment of another manufacturer used in conjunction with PHANTOM™ equipment. In a progressive policy of research and development we reserve the right to vary and modify specifications without prior notice.



