



PARKER LTG.

# LED Warranty, Terms and Conditions

## GOVERNING TERMS

The Terms and Conditions of Sale (hereinafter referred to as “**Agreement**”) shall apply to all sales of items by Parker Lighting Group, Inc., an Alabama corporation, and shall apply to its affiliates and brands in which Parker Lighting conducts business under. Any different or additional terms and conditions proposed by any customer in a purchase order, response to quotation, or other proposal are hereby rejected by Parker Lighting and shall not be incorporated into the agreement for sale of Parker Lighting products.

## TERMS

Terms of payment for all Parker Lighting products is NET thirty (30) days of invoice date. The maximum legal rate of interest will be applied for each additional month an invoice is past due. Purchased items directed for will call at customer’s request and are not picked up within fifteen (15) days from Parker Lighting’s warehouse will be either invoiced in full or shipped to customer’s address at their expense. Parker Lighting reserves the right to refuse to ship any items to any customer who has not been able to meet its terms, or who in their opinion is unable to meet its payment obligations to Parker Lighting.

## ATTORNEY FEES

In the event Parker Lighting retains an attorney to enforce Parker Lighting’s rights under the terms of this Agreement, you agree to pay Parker Lighting’s reasonable attorney’s fees and court costs.

## FREIGHT

Freight is prepaid and allowed on shipments of products for orders that are five thousand dollars (\$5000.00) or more. Orders not qualified for prepaid freight will be shipped with transportation charges prepaid by Parker Lighting and added to customer’s account, unless other method is requested by customer and customer assumes any additional transportation costs. Parker Lighting reserves the right to ship all orders in one complete shipment with partial shipments made at our discretion. Parker Lighting reserves the right to use its discretion in routing all shipments with the right to choose origin of shipment and routing. All goods are shipped F.O.B. at Parker Lighting factory. Upon execution of a bill of lading or tender of freight to carrier’s agent or customer’s agent (whichever occurs first), title and risk of loss to all products shall pass from Parker Lighting to you. When shipments of Parker Lighting are made via company trucks, title, and risk of loss to the products shall pass to you at time of delivery to the final destination or to the forwarding carrier. Shipments should be inspected by the purchaser immediately upon receipt for transportation loss or damage and any necessary claim entered promptly with the carrier.

## RETURN MERCHANDISE AUTHORIZATION (RMA)

Requests to return materials must be made within thirty (30) days from date of shipment. No merchandise shall be returned by the customer without prior written consent by way of a Return Merchandise Authorization Form issued by Parker Lighting. Returned merchandise must be in a salable condition with the merchandise in its original sealed carton in order to qualify for credit. Under no circumstance will special products, custom made products, non-stocking products, modified products, or items deemed outdated may be returned by the customer under any circumstance. Products accepted for return will be issued by a credit at the price prevailing at either the time of shipment or at the time of return, whichever is lower. Parker Lighting will deduct twenty-five percent up to fifty percent (25%-50%) of the invoice price to cover part of the cost of handling, unpacking, repacking and placing the products in a salable condition, and a deduction will be made for freight expense of original shipment. Made to order fixtures are not returnable. Transportation must be prepaid on all returned merchandise to factory.

## CANCELLATIONS

If the customer desires to cancel an order after acceptance of an order by Parker Lighting, the customer is subject to a twenty-five percent up to fifty percent (25%-50%) cancellation charge of the total price of the order, or, if greater, the actual costs incurred by Parker Lighting with respect to the order as of the time of cancellation.



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## BROKEN CARTON CHARGE

Parker Lighting reserves the right to charge the customer five dollars (\$5.00) for each order in which is not in a box quantity.

## PRICE, SPECIFICATIONS, DIMENSIONS AND PRODUCT AVAILABILITY SUBJECT TO CHANGE WITHOUT NOTICE

Parker Lighting reserves the right to change its pricing, specifications, and dimensions of their merchandise without notice. The information in the catalog is for informational purposes only. Please consult with factory for latest product information or for information for construction purposes. Parker Lighting reserves the right to replace, modify, discontinue, or substitute any product without prior notification. Availability of Parker Lighting's product offering may change without notice.

## LIMITED WARRANTY

Parker Lighting's limited warranty provides that products sold will be free of defect in manufacturing and workmanship, under normal and proper storage, usage, and installation for a period of five (5) years from date of shipment, unless otherwise stated in writing. Should the warranty terms come into effect, Parker Lighting must be notified within the warranty period in writing. Parker Lighting's liability is limited to repair or replacement of the defective part and in no event shall Parker Lighting be responsible for labor costs with respect to installation, removal, replacement or repair of warranted products or for any consequential damages. Parker Lighting will not acknowledge charge backs or claims without written authorization. Parker Lighting is not responsible for return shipment of defective product. Parker Lighting reserves the right to refuse to honor the above warranty for any product(s) altered, improperly installed, or installed in applications for which not intended. **PARKER LIGHTING MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH HEREIN. THESE TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. PARKER LIGHTING DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** No distributor, supplier, or sales representative of Parker Lighting has the authority to modify or amend this warranty.

## LIABILITY LIMITATIONS

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to Parker Lighting's products. The total liability of Parker Lighting on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Parker Lighting's performance or breach of the foregoing limited warranty or from Parker Lighting's sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. **IN NO EVENT SHALL PARKER LIGHTING BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE STRICT LIABILITY, OR ANY OTHER THEORY).**

## LAW AND JURISDICTION

The terms and conditions of this agreement will be governed by and construed in accordance with the laws of the State of Alabama. Customer hereby consents and agrees that any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction and venue of an appropriate court located in Birmingham, State of Alabama.

## ENTIRE AGREEMENT

The terms and condition stated herein shall constitute the entire sales agreement between Parker Lighting and the customer, unless as expressly agreed in writing by Parker Lighting. Any contrary or additional terms or conditions submitted by the customer other than the model number, quantity, shipping date, and shipping location, shall be deemed to be of no effect and are hereby rejected. Submission of a purchase order by customer shall indicate purchaser's acknowledgment of and agreement with the terms and conditions of the Agreement.