



TERMS AND CONDITIONS OF SALE

GENERAL: All orders are subject to acceptance of the home office of the company in New York. The title to the merchandise passes to the purchaser upon delivery to the carrier regardless of whether or not transportation charges are paid or allowed by the company.

All orders are accepted contingent on our ability to secure necessary materials and labor. We do not assume responsibility for incomplete or delayed execution of orders.

In the case of any special equipment described by catalog numbers that do not appear in our price guide, we reserve the right to quote and sell only to the customer who led us to develop the design.

TERMS: 1% 10 Days, Net 30 Days

PAST DUE ACCOUNTS: Subject to a service charge equal to ½% per month, but in no event higher than permitted by applicable law.

FREIGHT: All shipments F.O.B. Wallkill, NY with freight allowed as shown below:

Metro New York.....	\$2000.00 or more
East of Mississippi river.....	\$2500.00 or more
West of Mississippi river.....	\$3000.00 or more

In cases of loss or damage in transit, consignees must make all claims with delivering carrier within normal time limits established by the I.C.C.

Same day shipment: requests will be subject to a \$50.00 service charge.

Prior notification of shipments: will be charged to the consignee at the rate charged by the carrier.

RETURNS POLICY: All sales are final. However in some cases returns may be allowed within 60 days after the original shipping date. No returns will be accepted without written approval and accompanied by an authorized "Return Goods Authorization" form. Return freight must be prepaid. Specials are not subject to Return. Standard material will be credited at a minimum restocking charge of 50% of the invoice value.

Material returned without authorization will be accepted with no credit issued.

Products appropriately returned for defects in material and workmanship, or error in shipment will be accepted for full credit without charge.

Orders with an invoice value of less than \$100.00 are not subject to return.

WARRANTY AND EXCLUSIVE REMEDY: Reggiani Lighting USA products when properly installed and under normal conditions of use are warranted to our customers only to be free from defects in material and workmanship at time of shipment. All warranty claims must be asserted within one year from date of shipment of the subject items; thereafter warranty claims will not be honored.

Customer's sole remedy for a warranty claim or otherwise shall be limited to repair or replacement of the subject product if it is shown to have been defective in material or workmanship at time of shipment.

Reggiani Lighting's sole and maximum liability for a defective product shall never exceed the cost of the subject product. Except for such warranty and exclusive remedy as stated, (and the express warranty of title), we disclaim all other warranties whether expressed or implied and specifically disclaim the implied warranties of merchantability and fitness for a particular purpose.

In no event shall we be liable to customer in warranty, contract negligence, Strict liability or otherwise for any damages, whether incidental or consequential which are alleged to be caused by one or more of our products, beyond the cost to the customer of subject product or products. Therefore the customer's sole and exclusive remedy against us for breach of warranty, breach of contract or in strict liability or otherwise shall be limited to repair or replacement of the subject product at our option (excluding installation and removal charges which shall not be our liability) or, if we choose, refund of the purchase price. Our Warranty does not pass to the purchaser until payment is received in full.

In no case does our warranty and exclusive remedy extend to anybody other than our customers. Our customers are not authorized to extend warranties or remedies on our behalf to anyone. Such unauthorized extensions of warranties or remedies by the customer shall remain in the customer's responsibility.

The customer is responsible for determining the suitability of our products for customer's use or resale, or for incorporating them into objects or for application, which the customer designs, assembles, constructs or manufactures.

CHANGES IN SPECIFICATIONS: Reggiani Lighting USA, Inc reserves the right to make engineering or dimensional changes with no prior notification and will not be obligated to modify fixtures manufactured prior to these changes.

ERRORS: While great care is expended in the preparation of all printed literature, we will not be responsible for clerical or typographical errors.