



TERMS AND CONDITIONS

New accounts will be approved upon receipt of signed credit application, 4 favorable trade references, 1 favorable bank reference, and a favorable credit rating. All payments are due and payable to Golden Lighting at 2851 Industrial Plaza Dr., Tallahassee, FL 32301 unless otherwise directed by Golden Lighting. If any account is not paid when due, the remaining balance shall bear interest at the lesser of 18% per annum or the maximum rate permitted by law. Invoices past 90 days will go to collections. In the event that the account becomes delinquent, the applicant agrees to pay for all costs of collection, including all pre- and post judgment attorney's fees and expenses. Venue shall lie in Leon County, Florida or such other county as Golden Lighting shall in its sole discretion, determine is most convenient and otherwise appropriate. Golden Lighting shall have a purchase-money interest in any goods delivered to the extent necessary to recover all monies owed Golden Lighting by the customer. Title to said goods shall remain with Golden Lighting and Golden Lighting shall be allowed to obtain a pre-judgment writ of reply in and/or sign the customer's name to a Form UCC-1 to record a security interest in the customer's assets. The customer hereof, both individually and in any representative capacity, shall be responsible for all checks returned to Golden Lighting from the payor bank for any reason whatsoever. The customer is responsible for all goods and services delivered to the address listed in the application or such other address(es) as may be directed by the customer's employees or agents until the customer notifies Golden Lighting, via certified mail, that it no longer wishes to be responsible for deliveries to said address(es). Standard terms are net 30 days from invoice date on approved accounts. Payment must be received by the due date to avoid penalties. Orders for past due accounts will not be shipped until account status is current. There is a 1.5% per month finance charge for late payments. There is a \$30 returned check fee. There will be a service charge of \$10.00 for any order less than \$100.00. **Prices are subject to change without notice.** There is a handling charge of \$25.00 for each drop shipment. Customer is responsible for special shipping fees incurred for delivery (i.e. residential delivery charges, lift gate charges, etc.). Any credits or overpayments left on the account for more than 180 days will be automatically applied towards the oldest open balances on the account. Golden Lighting reserves the right to change FFA amounts, quoted pricing and close accounts at its discretion.

FREIGHT

Golden Lighting reserves the right to select the carriers on all shipments. All shipments are FOB Golden Lighting warehouse, **freight prepaid.** All freight charges will be automatically applied to invoices. Full Freight Allowed (FFA), on orders of \$1,800 or more. For Caribbean, full inland freight will be allowed on freight orders. Freight costs may be deducted from invoice **only if payment is received by invoice due date.**

CLAIMS & SHORTAGES

Buyer assumes ALL risks for subsequent loss upon consignment to the carrier. Visible/concealed damage or loss in transit must be noted on the freight bill from delivering carrier. **Buyer is required to count all loose boxes and boxes in shrink-wrapped pallets before signing a clear delivery.** Golden Lighting cannot assume responsibility for damage or loss occurring in transit that has not already been reported to delivering freight carrier. A package found with concealed damage that was signed for in good condition must be reported to delivering freight carrier within thirty (30) days of receipt for inspection. Golden Lighting's Customer Service Department must also be contacted at this time in order to begin claim processing. With respect to any shortage or delivery of incorrect merchandise, buyer must notify Golden Lighting of such shortages and mistakes within five (5) days of receipt.

RETURN OF GOODS AUTHORIZATION

To obtain a return authorization (RGA):

1. Requests for all merchandise to be returned, must be faxed, e-mailed, or called in to our customer service department for approval. Please allow 7 working days to process RGA requests.
2. Please include company name, address, customer ID number, fax number, person requesting return, item for return, and reason for return. Please include your PO or our invoice number and **buyer must package goods carefully and individually as to prevent damage in transit.** No credit will be issued if damage occurs due to poor packing.
3. Please attach all RGA paperwork including the packing list copy of RGA form, (faxed/e-mailed to you by Golden Lighting) to the **outside** of the carton(s) with an adhesive shipping window or placed in an envelope taped to the outside of the box. Any additional markings on the outside of the box that cannot be easily removed by Golden Lighting may result in the receipt of partial or no credit for the returned item(s). No credit will be issued without proper RGA numbers.

CORPORATE HEADQUARTERS 2851 INDUSTRIAL PLAZA DRIVE TALLAHASSEE, FL 32301
SHOWROOM DALLAS TRADE MART 2100 STEMMONS FREEWAY SUITE 4909 DALLAS, TX 75207
TOLLFREE 800-277-0979 • LOCAL 850-877-8265 • FAX 850-877-1346



4. Returned goods must be shipped prepaid according to Golden Lighting's shipping instructions. **Use of any unauthorized shipper will result in back charges at buyer's expense.**
5. Golden Lighting will have sole discretion whether to bear the loss and reserves the right to independently inspect damages. Authorization must be obtained from Golden Lighting prior to return of merchandise. Buyer must submit, with RGA request, any supporting document, e.g. invoice, purchase order number. RGA requests will not be processed without proof of purchase within the warranty period. Once an RGA number is issued, a copy of the approval form will be faxed/e-mailed to the customer. Any returns shipped to Golden Lighting by the buyer must be sent by authorized shipper, or the shipment may be refused and/or freight charges charged back to buyer's account.

Golden Lighting reserves the right to give partial or no credit for the following reasons:

1. Improperly packaged return merchandise, resulting in damage.
2. Any units which have been tampered with or improperly installed.
3. Any units missing parts or having parts changed.
4. Merchandise returned after 7 days of RGA approval.
5. Merchandise which did not originate from Golden Lighting.
6. Any units returned via shippers not authorized by Golden Lighting.
7. Any deductions in freight for returned product where supporting freight documents have not been included.
8. Used product with quality/no warranty issues.
9. Product returned that does not match the reasons for return stated on the initial RGA request.

Any applicable credit will be issued in the form of a credit memo within 30 days **after receipt** of goods. Golden Lighting reserves the right to subject any return to a **25% restocking fee**. If the buyer elects to receive a replacement or parts in lieu of credit, a replacement unit may be shipped at no charge, at Golden Lighting's discretion. **No credit** will be issued for replacements sent at **no charge** resulting in all charges on the original invoice being due in full.

DEFECTS & LIMITED WARRANTY

For indoor lighting fixtures: Golden Lighting warrants its products against structural defects only, from one (1) year of shipment. Finish on our product is warranted for six (6) months after date of shipment. **Products that are stored or used in extremely damp or salty air locations and/or conditions, which includes, but not limited to, intense sunlight, high winds, or acid rain, where product tends to tarnish easily, are warranted three (3) months from date of shipment.** Golden Lighting will replace, at our discretion, products that fail to operate structurally, within the warranty period. This warranty does not cover products that were improperly installed or those in which parts have been tampered with or changed. The compliance of our product to project specification and approval for their use is not warranted by our company. Product sold as "Discontinued" or "Close-out" is not warranted by our company and is not returnable. **ENERGY STAR-qualified indoor lighting fixtures** are offered, by Golden Lighting, a two (2) year limited warranty beginning on the date of the sales transaction. This warranty includes the repair or replacement of the fixture housing, optics, trim and electrical components (excluding the lamp) against structural defects only.

For ENERGY STAR-qualified ceiling fans: Golden Lighting offers a limited lifetime warranty. This includes the fan motor but it is limited in that it does not include any fan components. The following fan components are warranted for one (1) year from date of shipment: blades, housing unit for motor, pull chain, down rod, decorative ceiling electrical box cover, finish, and light kit.

For ENERGY STAR-qualified outdoor lighting fixtures: Golden Lighting offers a two (2) year limited warranty beginning on the date of the sales transaction. This warranty includes the repair or replacement of the fixture housing, optics, trim, casing and electrical components (excluding the lamp) against structural defects only.

Golden Lighting will not be responsible or liable to buyer, its agents employees, customers, or any third party for cost incurred in the removal or reinstallation of any product, or any incidental damages resulting in loss of use, loss of revenue, loss of profit, arising out of, or in connection with natural disaster, catastrophe, fault or negligence of the user or any third party, implied. Warranty period begins on date of shipment from Golden Lighting. For more information, or to report a claim, please contact Customer Service: cs@goldenlighting.com or toll free 1-800-277-0979 ext 103.

GENERAL CONDITIONS

Dimensions and specifications in the price sheet, website and/or catalog are approximate and based on the most current information possible at the time, and are subject to change without prior notice. Consult factory for verification. Current price sheet supersedes all others. **Prices and terms are subject to change without prior notice.** Possession of a price sheet and/or catalog does not constitute an agreement to sell. All photographs, drawing, logos, images, and marketing materials are the sole property of Golden Lighting. They may not be reproduced without the prior written consent of the Corporation.

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