

Standard Terms & Conditions of Sale

All sales by Sea Gull Lighting of the items in this price schedule, our catalogs, and our websites are made pursuant to these standard terms and conditions of sale. Sea Gull Lighting shall not be bound by the terms and conditions stated on a customer's purchase order should the terms alter our policies listed hereon.

We reserve the right to alter these terms without notice.

GENERAL CONDITIONS: Sea Gull Lighting reserves the right to refuse sale to any distributor or dealer. Without limiting the foregoing, Sea Gull Lighting may discontinue sales to any account that fails to maintain a minimum adequate stocking inventory in the opinion of Sea Gull Lighting, and/or sells or distributes products to any unauthorized Sea Gull Lighting distributor for resale purposes.

UNAUTHORIZED DEALERS: In order to ensure that retail customers purchase Sea Gull Lighting products from our authorized distributors who are highly trained and available to offer post sales assistance and service, Sea Gull Lighting may discontinue sales to and/or terminate the account of any distributor that sells or distributes product to any unauthorized distributor. Any authorized Sea Gull Lighting dealer that is engaged in or desires to engage in a sub-dealer relationship must get written authorization from Sea Gull Lighting prior to continuing or entering into that relationship. Such authorization may be revoked by Sea Gull Lighting at any time.

WEB SITE REGISTRATION: Any Sea Gull Lighting dealer engaged in e-commerce either directly or through a sub-dealer relationship must register the web site or domain name with Sea Gull Lighting prior to using any Sea Gull Lighting images or other proprietary information on the site.

UMAPP: All current Sea Gull Lighting products are subject to a Unilateral Minimum Advertised Price Policy (UMAPP), unless written authorization is granted. Discontinued products are exempt.

CREDIT: All orders must be approved by Sea Gull Lighting's Credit Department. Placement or acceptance of an order does not constitute the opening of an account. Accounts placed on Credit Hold will not be given credit for returned goods, cooperative advertising, incentive programs, freight allowances, or special promotions, when applicable, until their account is current and in good standing

ORDER CANCELLATION: Cancellation of standard item orders will be accepted only if made in writing and received one week prior to shipment. If a specific production is required to fill an order, written cancellation must be received by us prior to production. Special, Built to Order, or Custom orders may not be cancelled after Release of Order. A cancellation charge up to the price of the product will be made on any special or custom-made items if same are cancelled after Release of Order. Verbal order cancellations will not be accepted.

SHIPMENT & DELIVERY: Sea Gull Lighting will allow full freight charges on all orders over \$1,500 shipped within the continental United States. Contact our Customer Service Center for freight terms to Alaska, Hawaii and international destinations. Sea Gull Lighting will determine the most effective method in delivering shipments. Where specific freight carrier is required by the customer, additional charges may apply. Any delivery dates given by Sea Gull Lighting are best estimates only. We assume no liability for and shall not be held responsible for delays in shipping orders.

SHIPPING POINT

All shipments are FOB Sea Gull Lighting Products, LLC Burlington, New Jersey or Las Vegas, Nevada warehouse.

DROP SHIPMENTS: Drop shipments must meet freight and standard carton quantity requirements as published by Sea Gull Lighting. We reserve the right to refuse drop shipment orders which are determined to be beyond the distributor's normal trading area. Many delivering carriers impose an additional charge for telephone notification prior to delivery and special handling of merchandise. In these instances, the charge will be added to invoices.

UPS SHIPMENTS: A \$1.50 per carton handling charge will be included in the associated freight charges for UPS shipments. Due to the size, weight, and fragile nature of our products, some items may not be UPS shippable. Consult our Customer Service Center for additional shipping restrictions.

CLAIMS: Should damage occur in transit, do not refuse to accept the shipment, as this will cause unnecessary delays and added expense. Obtain the delivering carrier's notation of damaged merchandise and file all claims within ten (10) days (except UPS) with the transportation company.

UNITED PARCEL SERVICE (UPS) DELIVERIES: If damaged goods are received, notify our office immediately. If damage is discovered at the time of delivery, do not accept goods. If discovered after the driver leaves, hold goods and packing material and notify UPS to make an inspection. Claims made more than 90 days from the invoice date will not be honored.

QUANTITY: Items ordered in less than standard carton quantities as published by Sea Gull Lighting are subject to an additional charge of 25% of the item's unit price.

RETURNS: Merchandise may not be returned unless accompanied by a written Return Goods Authorization issued by Sea Gull Lighting. Requests for Return Goods Authorization must be made within 90 days from date of invoice and accompany a copy of the factory invoice. All returns must be in new and uninstalled condition, must be received freight prepaid and are subject to a 25% restocking charge.

LIGHT BULBS: Unless otherwise specified, light bulbs are not included within the unit price of lighting fixtures or ceiling fans.

PRICES: Published pricing by Sea Gull Lighting is subject to change without notice. All merchandise will be shipped at prevailing pricing at the time of shipment.

MINIMUM BILLING: There will be a minimum billing charge of \$25.00. This does not apply to orders for replacement parts or glass.

TAXES: Prices are subject to state and federal taxes.

LIABILITY: Sea Gull Lighting shall not be responsible for any charges involved in repairing or replacing damaged or defective merchandise.

LIGHTING FIXTURE WARRANTY: Sea Gull Lighting lighting fixtures (indoor and outdoor), components, and electronic products, when properly installed and under normal conditions of use, are warranted to be free from defects in materials and workmanship for one year from date of sale. LED products with dedicated LEDs or proprietary LED bi-pin modules are warranted for five years. ENERGY STAR® qualified products are warranted for three years.

Outdoor Lighting

Lighting fixtures installed outdoors are subject to change due to prolonged exposure to sunlight, pollutants and other environmental conditions. Metal finishes on outdoor fixtures will mature naturally over time, and may change in appearance, creating a living finish. Painted finishes on outdoor fixtures may naturally fade over time, depending on the fixture's exposure to the outdoor elements. Therefore, any claim for fading, discoloration or "patina" of a finish on an outdoor fixture is not applicable after expiration of the fixture's warranty.

Coastal Environments

The environment within ten miles of a sea coast can be extremely corrosive. Even with appropriate maintenance, products installed in this environment will typically deteriorate more than products installed in other, less severe environments. Corrosion and/or deterioration is considered "normal wear" in this environment. Therefore, any claim for finish failures, or for corrosion of fixture components due to coastal environment conditions is not applicable to the fixture warranty.

Sea Gull Lighting at their sole option will repair or replace, F.O.B. Factory, freight prepaid, any lighting product defective in materials or workmanship. Such replacement is the exclusive remedy against Sea Gull Lighting should any of the products delivered prove defective. Invoices for labor charges and/or charge backs for labor will be denied unless prior written approval is given.

To replace a product that has a warranted defect, the original purchaser shall return any defective parts or products to the authorized dealer from which the product was purchased, along with proof of purchase and a detailed description of the claimed product defect.

Any modification to a lighting product not made at the factory will void the products' safety listing (such as UL, ETL, etc. or other recognized laboratory) as well as the lighting warranty policy. Flood damage voids any and all warranty of lighting products. This warranty only applies when all components, including power supplies, have been provided by Sea Gull Lighting. Substituting another manufacturer's product will render the warranty completely void. Upon confirmation of a defect or failure, at our discretion we will repair or replace the item or will refund your purchase price if repair or replacement is not possible or practical. Our warranty covers only the product itself; we will assume no liability for labor costs, installation costs, or other losses. Your warranty rights will be honored only when the product has been installed and used properly. Sea Gull Lighting will not repair or replace products damaged by improper use or faulty installation.

FOR BREACH OF ANY WRITTEN EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT, THE CONSUMER IS LIMITED EXCLUSIVELY TO THE REMEDIES PROVIDED IN THIS WARRANTY. IN NO EVENT SHALL SEA GULL LIGHTING BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

CEILING FAN WARRANTY: Sea Gull Lighting extends the following Limited Lifetime Warranty to the original user or consumer purchaser of this ceiling fan. To assure that this limited warranty is effective, please complete the questionnaire on the return portion of the warranty card and mail to Sea Gull Lighting Customer Service Center within ten (10) days from the date of purchase to activate warranty coverage.

This Limited Lifetime Warranty includes motor and motor-related parts only, which will be replaced or repaired as determined by Sea Gull Lighting during the period in which this warranty is in effect, as further defined below. For plated finishes, wood blades and switches, the warranty period is ninety (90) days. Glass globes and light bulbs are not covered by this warranty, but will be replaced if found broken at time of purchase. If parts should fail within the warranty period due to a defect in materials or workmanship, we will repair or replace the parts free of charge when the parts and labor are provided by our service center.

If the original user or consumer purchaser ceases to own the fan, this warranty and any other implied warranty will be voided.

No warranty, expressed or implied, including but not limited to any warranty of fitness for a particular purpose is made in respect to light fixture, glassware, light bulbs, or the finish on any metal or wooden portion of the fan.

This warranty is in lieu of all other express or implied warranties. The duration of any implied warranty, including but not limited to any implied warranty of merchantability of fitness for a particular purpose, in respect to any ceiling fan motor parts or accessories, is expressly limited to the period of the express warranty set forth above for such motor, parts, or accessories.

This warranty is void if your fan is not purchased from an authorized dealer and installed in the United States or Canada.

This warranty does not apply and is void in cases of improper installation, failure of supporting devices not supplied, such as original mounting hardware, neglect, accident,

misuse, exposure to environmental extremes such as heat or humidity, or as a result of modification to the original product. All costs of removal and reinstallation of the fan are the expressed responsibility of the original user / purchaser.

Sea Gull Lighting reserves the right to modify or discontinue any product at any time and will supply equal or similar parts and/or product in the event of replacement. Repair, replacement or service to the fan motor, parts, or accessories should be secured by immediately contacting our Customer Service Department at 1-800-519-4092 (weekdays between 8:00am – 5:30pm central time). Most problems can be handled by one of our customer service representatives over the telephone.

To replace a product that has a warranted defect, the original purchaser shall return any defective parts or products to the authorized dealer from which the product was purchased, along with proof of purchase and a detailed description of the claimed product defect.

In those cases where factory repair or replacement is required, arrangements must be made with an authorized customer service representative prior to return. Sea Gull Lighting will issue a returned goods authorization number which is required to complete the return/transaction. Under no circumstances should a product be returned without Sea Gull Lighting's prior authorization. To avoid damage in transit, all products should be returned in the original shipping carton, as Sea Gull Lighting will not be responsible for any such damage. Authorized returns of defective motor, parts or accessories should be shipped freight and insurance charged prepaid to Sea Gull Lighting

FOR BREACH OF ANY WRITTEN EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT, THE CONSUMER IS LIMITED EXCLUSIVELY TO THE REMEDIES PROVIDED IN THIS WARRANTY. IN NO EVENT SHALL SEA GULL LIGHTING BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.