

**Terms and Conditions for Authorized Purchasing Firms**

**Acceptance:** Troy Lighting accepts purchase orders, sent in writing, on the condition that Buyer agrees to the terms and conditions set forth herein, unless different or additional terms have been agreed to previously.

**Pricing:** All orders are subject to Seller's price in effect at time order is placed. All prices are FOB our Factory, City of Industry, California. All prices are in U.S. dollars. Prices are subject to change without notice. We will honor prices as quoted, if in accordance with time frame indicated on quotation.

**Terms:** Our standard credit terms are 50% deposit / balance due at time of shipment, unless other terms have been arranged prior to purchase order being accepted.

**Minimum Order:** Minimum order requirement is \$250 for any existing account. Orders less than \$250 will incur a handling charge of \$25.00.

**New Accounts:** There is a minimum \$2,500 order requirement for any new account seeking terms other than our standard terms, and must be accompanied by a signed credit application.

**To Place An Order:** All orders must be received at our Factory in writing. Orders may be faxed to 626-336-5121, or mailed to: 14625 E. Clark Avenue, City of Industry, CA 91745. Verbal orders cannot be processed. All Purchase Orders should include the following information:

- Complete **Bill To** address – with contact and phone/fax number.
- Complete **Ship To** address – with jobsite contact and phone/fax number.
- **Quantity** of each item number ordered, with detailed item description and item number as quoted.
- **Price** of each item being ordered.
- **Sidemarks** needed beside each item.
- **Ship and or required date** needed.
- Copy of Quotation and/or any special specifications.
- Any special instructions required for shipping.

**Hold for Release Orders:** Orders received at the Factory with the designation "hold for release" will not be processed until a ship date or release is given, in writing, to the Factory. No component parts are ordered, nor is production scheduled, until that time. The lead times quoted are based upon receipt, by the Factory, of a release/ship date.

**Shipping:** All shipments will be made via common carrier of our choice, unless instructed in writing to use a specific carrier. Crating charges will be included in price. All shipments are FOB Factory and Buyer will handle all claims for loss and/or damage with carrier. Various carriers have Special Service Charges that will be added when they occur and will be available for review upon request.

**Cancellations:** Due to the nature of contract/hospitality orders we cannot accept cancellations once the scheduling, manufacturing or purchasing process has begun for these orders.

**Changes in Production:** Changes may or may not be applicable once production has commenced, which usually occurs within two days after receiving the signed off CAD/deposit. Additional charges may be applicable and a new updated quotation will be generated and must be signed off or revised purchase order received before production will resume. Any changes will result in a new lead time.

**Warranty:** Troy Lighting warrants its products to be of contract quality and free of defects in workmanship for a period of one (1) year from date of purchase. Should a problem arise in product during this period, product will be repaired or replaced at our option. All costs to remove and/or reinstall at jobsite shall be the responsibility of the purchaser. Troy Lighting is not responsible for damages caused by improper installation, maintenance or operation. Our warranty extends to the original purchaser only.

**Care and Maintenance:** All products should be cared for with instructions applicable to that product, failure to do so may void product warranty.

**Additional Charges That May Apply:** Purchase Orders that have a specific delivery date that the Factory produces product for and the Buyer is unable to accept delivery, due to extenuating circumstances, will be billed on original requested ship date and storage and dock charges will accrue from that date.