

GENERAL**TERMS and CONDITIONS****Payment**

All orders will ship COD or be prepaid unless account terms have been set up. Once credit is established, Net 15 terms apply. Special Order Fixtures and BUZZIshade orders require a 50% deposit. Once the deposit is received, the Sales Order will be released into production. Any legal costs incurred by Tegan Lighting in the collection of unpaid debts will be charged to the customer. We accept Visa and Mastercard. A surcharge of 3% and a \$5 administrative fee will be added on the total order amount.

Shipping and Freight

Shipping is always charged on every order, unless a written quote is received from Tegan Lighting stating that shipping is inclusive. All shipping quoted is for regular ground shipment. Requests for express shipping will only be acted on if received in writing and will be added to the invoice. Orders will normally be shipped complete. Where a partial shipment is requested, shipping charges will be added to each delivery. Freight is always Prepay and Add. THERE IS NO FULL FREIGHT ALLOWED (unless previously negotiated). Tegan Lighting must be notified within 48 hours or receipt of shipment regarding any shortages on an order. Otherwise Tegan is not responsible for any shortage claimed.

Special BUZZIshade Shipping Note: Estimated cost of shipping shade(s) is 8-12% of Book Price; Shades ship separately from Belgium/North Carolina. Shipping is Prepaid & Add as per Tegan's standard terms.

Order Process and Cancellation Policy

All Tegan Lighting products are made to order, per individual specification requirements. Due to the nature our products, each fixture is configured and is not considered "off the shelf." Once an order has been released, and all necessary paperwork is received, a cancellation may take place within 48 hours of order placement only. After 48 hours, orders are non-cancellable and non-refundable. The estimated standard lead time for most products is 6 weeks. Tegan Lighting is not responsible for additional shipping delays due to manufacturing processes, including, but not limited to: vendor delays, component availability, weather, etc. Tegan Lighting will not be held responsible under any circumstances pertaining to meeting outside construction deadlines of any kind. All shipping estimates are an "estimate" and subject to the above policy.

Acceptance of Orders

All orders are accepted at the discretion of Tegan Lighting and will be confirmed in writing to the customer. Minimum Order: \$250.00. Any order less than the order minimum will be subject to a Small-Order fee of \$25.00. The Small-Order fee will be waived for 1-Day Air shipments only. All quoted pricing is in US Dollars and does not include any sales tax and delivery. Sales Tax will be charged on all shipments where we are not provided with a valid resale certificate or the shipment is otherwise exempt. Tegan Lighting has the option to ask for a 50% deposit or more for all orders over \$50,000. The Inside Sales Person will advise the deposit amount due when the PO is received. The order will be "Hold For Release" until the deposit is received. If Tegan quotes a custom order, all custom orders require a 50% deposit, before work commences. Cancellations at any stage will still incur the full invoice liability. No refund of any deposits will be made on cancelled orders.

The company reserves the right to revise online pricing at any time, and to refuse to accept orders at a price other than at the price stated on the online pricing. The company reserves the right to vary the specification or withdraw from offer any of its products without prior warning. The company reserves the right to refuse to accept any order that is deemed to be contrary to the company's policies in force at the time.

Quotations

Quotations DO NOT include lamps or freight unless otherwise noted.

Delivery

Delivery times quoted are from receipt of written order. The delivery times we quote are our best estimate. We will not accept any liability or other consequential loss for any late delivery, unless we have agreed in writing to be so bound. Standard delivery time is 6-8 weeks.

Warranties

All products are guaranteed against faulty parts or workmanship for a period of three years from date of shipment. Please be advised that Tegan Lighting has the following guidelines in place in regards to Defective Transformer/Driver and Labor. Ballasts are considered separate components within a lighting fixture and are covered by ballast manufacturer warranties for a select number of years (refer to individual transformer/driver manufacturer warranty). When a transformer/driver is deemed defective before 1 year after purchase, Tegan will immediately replace transformer/driver at no charge to the customer provided the following parameters:

- 1) Tegan must receive "defective" transformer(s)/driver(s) back from contractor/distributor so that we may send the ballast back to the transformer/driver manufacturer for appropriate testing.
- 2) If transformer/driver is not returned, customer will be invoiced for the cost of the replacement transformer/driver.
- 3) Tegan will pay for STANDARD GROUND Freight to and from site for transformer/driver shipments.
- 4) After the warranty period has ended, Tegan will replace transformer(s)/driver(s) at a charge and customer will be responsible for freight to and from site.



Please be advised of the following guidelines in place in regards to Labor:

- 1) Tegan will not entertain any labor back-charge of any kind unless expressly agreed to beforehand by Tegan , transformer/driver manufacturer and contractor.
- 2) Tegan will not entertain any Lift charges, additional installation materials, etc. of any kind unless expressly agreed to beforehand by Tegan, transformer/driver manufacturer and contractor.
- 3) Most transformer/driver manufacturers will warranty their transformer/driver for 1 YEAR after purchase and will fully replace defective transformer(s)/driver(s) at no charge to customer (provided defective transformer/driver is returned).
- 4) Most transformer/driver manufacturers will pay a "Replacement Labor Charge" on a PER TRANSFORMER/DRIVER basis. This has to be pre-negotiated before any work is done, but that labor reimbursement is typically \$25.00 per transformer/driver.
- 5) There will be no reimbursement on any work by contractor, not expressly agreed upon between contractor, Tegan and specific transformer/driver manufacturer.

Please advise all applicable parties.

Insurance and Returns

All shipments from Tegan Lighting are insured by us. If any goods received by the buyer are in unsatisfactory condition, the following courses of action shall be taken:

- If the outer packaging is visibly damaged, then the goods should not be accepted from the shipper, or they should be signed for only after noting that the packaging has sustained damage.
- If the goods are found to be damaged after unpacking, Tegan Lighting must be informed immediately.
- Under no circumstances should the damaged goods be returned, unless expressly authorized by Tegan Lighting.
- Any returns made to the company for any reason, at any time, shall be packaged in the original packaging or its direct equivalent and must be adequately insured by the shipper. Returned goods will not be accepted by Tegan Lighting unless this has been expressly authorized. ALL ITEMS ARE MADE TO ORDER AND ARE NON-RETURNABLE AND NON-REFUNDABLE.
- In a continuing effort to offer the best product possible we reserve the right to change, without notice, specifications or materials.

Applicable Law

Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of California, USA.

