

Terms and Conditions

PRICES

All orders are bound by the prevailing prices and terms of sale applicable on the date of shipment and are subject to alteration without prior notice unless explicitly authorized and stated in writing by OneSpace Lighting. Written quotations remain valid for 30 days from the date of issuance, unless otherwise stipulated. For each order, OneSpace Lighting mandates a minimum value of \$5,000.00 exclusive of freight charges. OneSpace Lighting retains the prerogative to adjust certain or all of its prices upwards to accommodate anticipated fluctuations in the costs of essential raw materials and components, including but not limited to steel, copper, silver, aluminum, rubber, and plastic compounds.

MINIMUM ORDER

All orders under \$5,000.00 will be charged a \$500.00 handling fee.

TAXES

Prices do not include any federal, state, or local taxes.

TERMS OF PAYMENT

Payment on each invoice is due within 30 days from the invoice date. Any balance unpaid at such time will bear interest at the rate of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18%). Purchaser also agrees to pay any costs incurred by OneSpace Lighting in enforcing the terms of this agreement.

FREIGHT

OneSpace Lighting reserves the right to select origin of shipment, routing, and other method of transportation. If customer specifies alternate routing, customer must assume all additional charges.

Material not in stock when order is released by customer will be shipped as soon as possible thereafter. Freight will be allowed on these shipments if original order as released meets allowance terms specified below.

Premium freight charges (such as air freight) will be at purchasers' expense. Written authorization by facsimile, letter, or email must be received from purchaser prior to the shipment leaving OneSpace Lighting.

Orders that exceed \$30,000 net value will be shipped freight allowed in the 48 contiguous United States.

Please consult factory for freight terms outside the 48 contiguous United States.

Transportation charges will be pre-paid and added to invoice unless otherwise stated.

CLAIMS FOR LOSS OR DAMAGE IN SHIPMENT

If merchandise is delivered in damaged condition or cartons are missing, a notation must be placed on all documentation signed by the receiver. If unreported or concealed damages are notified after delivery, the carrier should be contacted by telephone and in writing to request an inspection.

All requests for credit due to transportation loss or damage should be accompanied by properly signed documentation. A claim for loss or damage must be filed by customer within 5 working days from receipt of shipment date. Credit cannot be allowed for damage claims that are not properly substantiated with supporting documentation or received by OneSpace Lighting too late for timely filing with the carrier.

LIMITED WARRANTY

OneSpace Lighting warrants that products sold will, upon shipment, be free of defects of workmanship or material under normal and proper usage. Should any failure to conform to this warranty become apparent during the warranty period (in most cases one year after the date of shipment, except where otherwise specified) OneSpace Lighting must be notified in writing. OneSpace Lighting is not responsible for labor costs in connection with the installation, removal, or replacement of warranted products or for any consequential damages. OneSpace Lighting further reserves the right to refuse to honor the above warranty for any product(s) altered, improperly installed or installed in application for which not intended. In no event and under no circumstances shall OneSpace Lighting be liable to the purchaser or to any other person for any indirect, special, consequential, or incidental losses or damages including, without limitation, lost profits except to the extent that liability for personal injury or property damage may be imposed upon OneSpace Lighting by law. As used herein, the term "person" shall include, without limitation, any individual, sole proprietorship, partnership, corporation or other entity.

EXCLUSION FROM WARRANTY

- **ABUSE**
OneSpace Lighting cannot assume responsibility for claims arising from abuse of the product:
(a) due to improper installation practices or procedures.
(b) due to abuse by the ultimate user.
- **DESIGN**
OneSpace Lighting cannot assume responsibility for claims resulting from failure from improper design of the end product, such as (but not limited to) subjecting the OneSpace Lighting product to conditions which exceed the rated capacity of the OneSpace Lighting product to operating conditions which constitute improper usage.
- **INSPECTION**
OneSpace Lighting's warranty is conditioned on substantiation that the manufacturer's incoming inspection and production line procedures are deemed Effective and within the context of industry accepted standards. The foregoing warranty is exclusive and in lieu of all other warranties of quality whether written, oral or implied (including any warranty of merchantability or fitness for purpose).

TERMINATION OF ORDER

Any order or contract may be terminated by the purchaser only upon payment of all reasonable charges based upon expenses already incurred and commitments made by OneSpace Lighting. Cancellations and termination must be submitted in writing.

RETURN GOODS AUTHORIZATION

No products are to be returned without prior OneSpace Lighting authorization and then only in accordance with OneSpace Lighting's instructions and terms. Under no circumstances shall purchasers assume settlement, nor will OneSpace Lighting be bound via deductions from remittance due.

Returns must be received prior to expiration date (90 days from date of receipt) to be eligible for credit. Where the purchaser requests authorization to return products for reasons of his own, and issues approval for return, purchaser will be billed a 20% to 35% restocking charge plus outbound freight. The return shipment is to be freight pre-paid by the purchaser. All material must be in sellable condition and of current design. No obsolete items, SPECIAL SALES ITEMS, or those special products built to the purchaser's specification will be accepted for return. In no event will OneSpace Lighting be responsible for products returned without proper authorization or identification. All returns are subject to OneSpace's inspection. OneSpace will advise in writing of items not accepted for return.

Non-defective items are not eligible for return after 90 days from receipt date. Custom cut tape lights and fixtures modified with EM battery backups are non-cancellable once order is confirmed, and non-returnable.

No claims for damages or shortages will be honored more than 5 days after the receipt date. Credit will not be issued for items returned without prior authorization.

When return is due to OneSpace Lighting's error other than covered by warranty, full credit including transportation charges will be allowed. All credits approved by OneSpace Lighting will be applied towards future purchases.

ORDER ACCEPTANCE

Orders MUST be submitted in writing by purchaser. No verbal orders or alteration to orders will be accepted. No modification of these terms or conditions will be recognized by OneSpace Lighting unless specifically agreed to in writing by an officer of OneSpace Lighting. Failure of OneSpace Lighting to object to provisions contained in any purchase order or other communication from a purchaser (including, without limitation, penalty clauses or labor charges) shall not be construed as a waiver to these Standard Conditions of Sale nor an acceptance of any provisions.

SHIPPING SCHEDULE PERFORMANCE

When requested, OneSpace Lighting will establish estimated shipping schedules as closely as practicable in accordance with the purchasers' express needs and will express diligence in meeting such estimated schedules and in giving the best practicable service. However, OneSpace Lighting will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to purchaser (or any third persons), whether occasionally by the deviations in performance or the non-performance of any of OneSpace Lighting's obligations under the contract or loss of or damage to goods when caused directly or indirectly by or in any manner arising from any casualty, riots, acts of the purchaser, strikes or other labor difficulties, shortage of labor, supplies and transportation facilities or any other cause beyond its control or the control of its suppliers.

In no event shall OneSpace Lighting agree to pay any fixed amount whether identified as a penalty or as liquidated damages for failure to meet a shipping schedule unless specific agreement to that effect is made in writing and signed by an officer of OneSpace Lighting.

Delay in delivery. OneSpace Lighting shall not be made liable for any detention or delay in delivery installations or for any loss, damage or expense due to any cause beyond OneSpace Lighting's reasonable control including without limitation, an act of God, act or omission of the buyer, embargo or other governmental act or authority regulation or request, fire, theft, accident, strike, slowdown, a war, riot, delay in transportation, inability to obtain necessary labor, material or manufacturing facilities.

ERRORS

Typographical or clerical errors in quotation orders or acknowledgements are subject to correction.

DIMENSIONS

The dimensions in catalogs and price lists are normally accurate, but are not to be used for construction purposes.

DESIGN POLICY

OneSpace Lighting reserves the right to make any changes, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

Contact Information:

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