

## TERMS AND CONDITIONS

### *How We Do Business*

#### **Payment**

All orders will ship COD or be prepaid unless account terms have been set up/ Normal terms would be Net 30 Days with a 1% discount for payment received within 10 days. Any legal costs incurred by ALW in the collection of unpaid debts will be charged to the customer.

#### **Shipping and Freight**

Shipping is always charged on every order, unless a written quote is received from ALW 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)

#### **Order Process and Cancellation Policy**

All ALW 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 72 hours of order placement only. After 72 hours, orders are non-cancellable and non-refundable. The estimated standard lead time for most products is 6-8 weeks. ALW is not responsible for additional shipping delays due to manufacturing processes, including, but not limited to: vendor delays, component availability, weather, etc. ALW 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 ALW and will be confirmed in writing to the customer.

There is no minimum order. 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.

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 states on the online pricing calculators..

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 contract that is deemed to be contrary to the company's policies in force at the time.

### **Accommodation Sales**

Accommodation Sales re factory discounted sales directly to members of the specification community when used in their own offices. A discount of 40% off DN applies ONLY when the specifier pays ALW directly and NO COMMISSION is paid. If the Sales representative chooses to buy/sell to their client, a discount of 15% off DN applies and NO COMMISSION is paid. Accommodation sales do not apply to highly engineered projects and large jobs of multiple fixtures. Accommodation Sales should be used sparingly and are only with the express PRE-APPROVAL of ALW.

### **Delivery**

Delivery times quoted are from receipt of written order and properly approved checklist and specification drawings. 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 One year from Date of shipment. Ballasts, LED Drivers and transformers carry various warranties and ALW will extend the same warranty afforded to us by the manufacturer if this exceeds one year. We will provide details if requested. Our liability for all such claims is limited strictly to the replacement of such products and excludes all other claims of losses incurred.

### **Insurance and Returns**

All shipments from ALW 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, ALW must be informed immediately.

Under no circumstances should the damaged goods be returned, unless expressly authorized by ALW.

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 ALW unless this has been expressly authorized. ALL ITEMS ARE MADE TO ORDER AND ARE NON-RETURNABLE AND NON-REFUNDABLE.

**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, USE.