



## **WARRANTY ADDENDUM**

Envoy Lighting warrants that its products (*other than lamps and ballasts*) are free of defects in workmanship and materials. Envoy Lighting, at its sole option, will repair or replace, F.O.B. our factory, freight prepaid, any Envoy Lighting products (*other than lamps and ballasts*) defective in workmanship or materials for a minimum of one-year from date of purchase. Warranty terms and time periods may vary by product and/or OEM product manufacturer beyond Envoy Lighting's minimum one- year guarantee. Envoy Lighting will not be responsible for any products subjected to inappropriate application(s) or installed or modified in any way that is not in accordance with Envoy Lighting's product instructions. Envoy Lighting warrants its products manufactured in accordance to our specifications against defective material or workmanship, but not against damage caused by accident, abuse, faulty installation, acts of nature, alteration of product, improper operation or improper installation. Additional terms and warrants apply in accordance to Envoy Lighting's standard "Terms & Conditions".

## **MERHANDISE RETURN POLICY**

### **Return of Non-Defective Product**

Upon request, a Return Material Authorization (RMA) will be issued up to 30 days from date of shipment on all non-defective product and is subject to a 30% restocking charge. Only standard items in our current product line are returnable. Special orders and discontinued merchandise are non-returnable.

All products must be returned within 30 days of the date of issuance of the RMA. A copy of the RMA must accompany the shipment. Products must be returned in the original factory sealed cartons in saleable condition. All material returned are subject to inspection, and any unsalable or damaged merchandise will be credited at salvage value or less costs of repair. Envoy Lighting reserves the right to issue credit at prices prevailing at time of shipment, or time of return, whichever is lower, less the 30% restocking charge.

Some vendors have a 30-day return policy for non-defective items and therefore after 30-days an RMA will not be issued.

“Damaged by freight carrier” needs to be reported as a “Freight Claim” to the freight carrier. No RMA has to be submitted.

### **Return of Defective Product**

All returned goods must be accompanied by an RMA issued by Envoy Lighting. Upon receipt, if product(s) are within the minimum one-year warranty period, and Envoy Lighting inspection determined that a defect in material or workmanship is the cause of the problem, Envoy Lighting will either repair or replace the product, and will issue a credit in full. If the product is capable of repair, it will be repaired rather than replaced.

When requesting an RMA, please be sure to include: *(See attached RMA/RGA Form)*

- Original purchase order
- Original invoice number and date
- Catalog and quantity to be returned
- Detailed explanation for return
- New Purchase Order must be submitted for replacement products.  
Replacement goods are NOT sent automatically.

## **Shipping & Receiving Policy and Guidelines**

Shipments are transported via freight trucks and/or UPS, and we want you to be aware of your rights and responsibilities as the end recipient. (From here forward you are known as the “consignee”).

**There are a lot of things that can happen between the manufacturer and your delivery location; therefore we are asking you to do a very small amount of work to protect yourself, and us.**

To ensure that you are receiving what you ordered, and in acceptable condition, you must inspect, examine, and inventory your shipment as it is unloaded.

***On arrival, inspect the shipment immediately for obvious signs of damage.***

Any and all shortages and damages must be written on the Bill of Lading or Freight Bill. Should you determine that any items are damaged or missing, you MUST note the item, the discrepancy, and the condition before you sign it! Then call the freight company to report any problems.

***You should open cartons and containers.***

If there is the slightest doubt that the merchandise is damaged (concealed or not) it must be noted on the Bill of Lading or Freight Bill, or the liability to prove that the delivering carrier did the damage becomes your responsibility.

***Do not be intimidated by the driver!***

They cannot leave until the Bill of Lading or Freight Bill is signed (regardless of how much in a hurry they are or how late they are). The carrier's driver should help you receive your shipment and answer your questions. While your driver is there, compare the pieces of freight you are receiving to your carrier's freight bill. When you've determined that the condition and quantity of your freight is acceptable, you can then sign the delivery receipt. The driver will provide you with a copy, taking the signed copy with them (as a delivery receipt). If one is not offered, request one, as is your right. The Bill of Lading or Freight Bill is the only documentation of the condition of a shipment when it arrives at your location, and without this document, we cannot hold others accountable for items damaged or missing.

**Your signature on the delivering carrier's freight Bill of Lading (BOL) constitutes acceptance of the merchandise as is and in good order.**

If you do not inspect before signing you are, for all practical purposes, waiving the right to collect on a damage claim even if the damage is discovered later (known as *concealed* damage).

If there is discovered damage: if the box, crate, or merchandise is visibly damaged, refuse the delivery and contact us immediately to request a Return Authorization number so the merchandise can be shipped back to its origin at no charge. Please also notify us of the situation as quickly as possible so we can follow-up on our end to assist with any required procedures.

If there is concealed damage: although we strongly recommend inspecting the shipment prior to signing the delivery receipt, some still do not do so. If the consignee or their representative sign for the shipment, and then at a later time discover that there is some damage not noticed at delivery (called "concealed damage"), then a claim will need to be filed by the consignee against the freight company - as a shipment is technically the property of the consignee once it is loaded onto a freight truck, it is the consignees responsibility to pursue a damage claim for replacement or compensation.

In the event of concealed damage, it is vital that you immediately document and photograph (if possible) the packaging and the damage. You must keep the packaging. Do not move the item, but call the carrier and report the damage. They will begin a concealed damage claim and ask for an inspection. You must also notify us so that we are aware of the situation and can be of assistance if

required. The inspector will determine if the damage was possibly carrier caused.

Please note: If the consignee has signed for the shipment indicating there was no damage noted at time of receipt, the consignee would then have to take up their claim with the freight carrier if concealed damage becomes apparent after receipt. Many people order products in advance of need, and wait until it is to be installed to finally check the condition of the product (sometimes weeks or even months have passed); in these situations, it is the consignee's sole responsibility to contact the freight carrier and pursue a claim.

Remember: in cases of concealed damage, you signed the document saying everything was OK; a report and a claim must be filed with the carrier immediately - the sooner concealed damage is discovered and reported, the better.

Additional points to consider:

1. Whenever signing for freight, always write "SUBJECT TO INSPECTION".
2. Whenever possible, inspect the freight before you sign.
3. Note on the freight bill any obvious damage at the time of delivery (i.e. box corners crushed, tears, rips, slices, marks etc.); be specific.
4. If you suspect internal damage, open immediately.
5. Even if no damage is suspected, open the carton(s) within 24 hours and make a thorough inspection.
6. After noting the freight damage on the bill of lading, you must call the carrier, and also notify us of a damaged shipment. We will ask you to fax us a copy of the bill of lading that notes the freight damage.
7. Hold all damaged goods and their packaging materials, in the original location, for inspection by the carrier.

Further measures that may help in the claim process include the following:

A. Taking digital photography of the damage. If possible, photographs of the equipment still on the truck will limit your liability.

B. Report the damage to the carrier and request they start a claim.

Preferably, the call should be made before the driver leaves the site. Then, notify us.

C. Request an inspector.

D. Keep a copy of the Bill of Lading or Freight Bill noting the damage and the driver's signature.

It is the responsibility of the person that signs for received items to inspect and note any and all problems before the delivery person leaves. You have heard the term "FOB" (Freight On Board) - this term simply means that once the carrier picks up the material from the factory/supplier, the factory/supplier is no longer responsible for the material.

If you have someone signing the freight bill for you, for whatever reason, they are

acting as your representative; you should inform them that they should check for missing or damaged items. If the freight is signed for without notating damaged or missing pieces, it is almost impossible to get the freight companies to take responsibility.

We realize this can be a time consuming process, but much of the hassle can be eliminated with prompt, well- documented action with the carrier.

We cannot be held responsible for freight damage or missing pieces; we will help you deal with the freight company, but you must call the freight inspector and you must file the claim. Ultimately, it is the Freight Company's responsibility to deliver the shipment in good condition, and it is the consignee's responsibility to inspect and sign for the products and notate any missing or damaged pieces.

## **Freight Allowance**

For ALL non-fluorescent lighting fixtures we maintain a \$2,000.00 Freight Allowed prepaid. Fluorescent troffers, strips, vapor tights, industrials, high-bays and wraps bear a \$3,000.00 Freight Allowance.

## **Quotes**

All quotations are valid for 60-days from date of issuance. After 60-days you should request an update on any and all quotations.

## **Cut/Spec Sheet Approval**

In some instances, especially on large volume orders or orders that require special handling/shipping, we will request that you submit signed, dated and "ok'd" cut/spec sheets for ALL items on your Purchase Orders which must match ALL items on the P.O. being ordered. P.O.'s will not be released until ALL requested documentation is received.

## **Samples**

Sample fixtures can be supplied at a 0% commission cost, plus freight, by using a purchase order like any other order and will be billed net 30-days. Depending upon the product and source factory, some samples are not returnable or are charges a restocking fee. Please contact [quotes@envoylighting.com](mailto:quotes@envoylighting.com) for sample quotes and submit purchase orders to [orders@envoylighting.com](mailto:orders@envoylighting.com).