

# TERMS AND CONDITIONS OF SALE

**PRICES:** The prices contained herein supersede all previous price listings. Prices and specifications are subject to change without notice and without liability with respect to previous sales. Quotations are subject to acceptance within 30 days, and we reserve the right to withdraw same at any time before order is accepted by the company.

**TERMS:** Net 30 days, 1-1/2% monthly interest will be charged on past due accounts.

**TRANSPORTATION TERMS:** All material shipped F. O. B. Our factory. All orders under \$3000.00 Net Value will be shipped F. O. B. our factory, freight collect or freight charges billed directly to customer (prepaid & charged). All orders exceeding \$3000.00 Net Value and shipped to one destination East of the Mississippi will be shipped prepaid and allowed. Shipments West of the Mississippi will be given a 5% allowance on the Total Net Dollar Value. We will invoice the differential on all freight charges exceeding 5% of the Total Net Dollar Value.

Legion reserves the right to control the routings. Shipments will be made via alternate routes or methods only when requested in writing by the customer, if customer expressly assumes the additional transportation cost over and above the lowest of the published rates for Legion's regular method of shipment. Special handling charges and notification charges shall be paid by customer.

**TRANSPORTATION CLAIMS AND DELIVERIES:** We are not responsible nor do we assume any liability for delays due to labor strikes, casualties, wars, unusual shortages, delays in receipt of materials, and on regulations the Federal, State, or Local Governments, or other unavoidable contingencies beyond our control.

Title to all goods passes upon delivery by Legion Lighting to carrier, at which time our responsibility for the goods ceases. All goods are shipped at customer's risk. Upon receipt, goods should be inspected for loss or damage in transportation. All claims for such loss or damage are to be made to carrier only. We shall be glad to assist when called upon.

**MINIMUM ORDERS AND RESERVATIONS:** Minimum billing per order-distributor-\$50.00. This does not apply to replacement parts.

Catalog numbers and cuts are merely indicative of what we manufacture. This does not necessarily mean that all items are carried in stock. We reserve the right to refuse to manufacture any item that is not in stock in the event an order is too small to run on production basis.

We reserve the right to modify the design or construction, or change dimensions of our fixtures without prior notice. Consult factory for verification or samples.

Salesmen are not permitted nor authorized to make any oral representations of warranty or merchantability of fitness or to waive any of the terms and conditions of sales stated herein, or set forth in any other writing by us, and none shall be binding on Legion Lighting.

**RETURNED GOODS:** We will not accept any returned merchandise unless a "Returned Goods Authorization" (RGA) has been issued from the main office of the company at Brooklyn, New York. We shall have no obligation to issue an "RGA". The conditions herein set forth.

Requests for "RGA" must be made within 30 days from date of original shipment.

A minimum of 40% restocking charge plus any incurred freight will be charged for all returned merchandise. In addition, any expenses incurred in repairing returned goods to make them salable would also be charged.

Special or made-to-order fixtures that vary from our standard design, voltage, construction, or special finishes are not subject to return under any conditions.

**CANCELLATIONS:** Acknowledgment of the order is final and subject to a 20% cancellation charge if canceled before it is released.

Any order for standard merchandise may be canceled by purchaser only upon payment of reasonable charges based on expenses already incurred and commitments made by Legion Lighting.

"Specials", non-catalog made-to-order fixtures are not cancelable.

**SHIPMENTS:** We reserve the right to refuse to ship direct to destinations outside the area normally serviced by the distributor.

**DELIVERY:** Legion Lighting accepts orders/quotes without any guaranteed delivery dates, penalty clauses, or liquefied damage clauses and Legion Lighting shall not be held liable in any way for failing to deliver by a certain date. Lead times given are approximate and the best the factory can provide at the time of release. Any changes in drawings, mounting, runs, ceiling type, contractor/owner delays etc. could affect lead times. **Deliveries are subject to change.**

**SPECIAL ITEMS:** On special Legion fixtures not listed in our current price list, we reserve the right to quote and sell only to the distributor who assisted in the development of the business for a specific customer.

**SAMPLES:** If available, samples of standard products can be purchased at a discount of 50% off Distributor Net Price. **Samples are non-returnable.** Purchase of samples must be approved by Sales Department.

**CLAIMS:** Any claim whether for defective merchandise, shortages, delays, or failures in shipment or delivery, or for any other cause whatsoever, shall be deemed waived by customer unless such claim is presented in writing to the main office, in Brooklyn, New York within five (5) days after delivery of goods to customer.

**HOLD ORDERS:** Orders marked "HOLD FOR RELEASE" or "HOLD FOR SHIPPING DATE" are not manufactured until release date is given. We reserve the right to renegotiate at time of release if release is beyond the stipulated time on our quotation and/or acknowledgment.

**CATALOG ERRORS:** Extreme care and effort is made to avoid errors in catalogs, price sheets, specification forms and other data. We will not accept responsibility or labor charge backs in connection with errors of measurement, price, description, etc. Dimensions of fixtures are subject to change, consult factory for samples for verification.

**SHIPPING WEIGHTS:** The weights of the lighting fixtures in the price list are approximate shipping weights and are shown for estimating purposes only.

**CERTIFICATION:** Legion Lighting fixtures bear the labels of the Underwriters Laboratories, Inc., and are made and wired by members of the I. B. E. W. - A. F. L.-C. I. O. Local #3.

**EXCLUSIONS OF WARRANTIES: THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD.**

**LIMITED FIXTURE WARRANTY: THIS WARRANTY EXTENDS ONLY TO AND LEGION'S LIABILITY IS LIMITED TO REPAIRING OR REPLACING F.O.B. ANY DEFECTIVE FIXTURE FOR ONE (1) YEAR AFTER DATE OF PURCHASE. THIS WARRANTY SPECIFICALLY EXCLUDES THE OBLIGATION OF LEGION TO REPAIR OR REPLACE ANY DEFECTIVE BALLAST AND/OR ANY OTHER ELECTRICAL COMPONENT NOT MANUFACTURED BY LEGION AND BUYER AGREES TO SEEK ITS REMEDY AND /OR RELIEF REGARDING SAID DEFECTIVE BALLAST AND/OR ANY OTHER ELECTRICAL COMPONENT NOT MANUFACTURED BY LEGION SOLELY FROM THE BALLAST AND/OR ELECTRICAL COMPONENT MANUFACTURER AND NOT FROM LEGION. SHOULD THERE BE A BALLAST OR ELECTRICAL COMPONENT FAILURE; CUSTOMER CAN NOTIFY LEGION FOR HELP IN CONTACTING THE BALLAST OR ELECTRICAL COMPONENT MANUFACTURER. DAMAGE INCURRED IN TRANSIT FROM HANDLING IS ALSO EXCLUDED FROM THE TERMS OF THIS WARRANTY. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDED BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LEGION'S SALESPERSONS MAY HAVE MADE ORAL STATEMENTS ABOUT THE MERCHANDISE DESCRIBED IN THIS CONTRACT. SUCH STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED ON BY THE BUYER, AND ARE NOT PART OF THE CONTRACT FOR SALE. THE ENTIRE CONTRACT IS EMBODIED IN THIS WRITING. THIS WRITING CONSTITUTES THE FINAL EXPRESSION OF THE PARTIES' AGREEMENT, AND IT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THAT AGREEMENT.**

**LIMITATIONS OF REMEDIES: THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST LEGION SHALL BE FOR THE REPAIR OR REPLACEMENT OF THE DEFECTIVE FIXTURE PARTS (OTHER THAN BALLASTS AND/OR OTHER ELECTRICAL COMPONENT NOT MANUFACTURED BY LEGION) AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO A PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO HIM.**

**NO MODIFICATIONS:** Under any circumstances is the installing electrical contractor or general contractor to modify, re-work, or rewire fixtures where there is a perceived problem or question. The sole exception to the aforementioned provision is for minor adjustments or assembly to the fixtures to accommodate field conditions or adjustments of sockets or socket bars for proper lamp fit. If there is any question, the factory must be notified immediately via phone, fax, e-mail or in writing. Only Legion Lighting authorized personnel will be allowed to examine fixtures. In those situations where the installing contractor modifies, re-works and/or re-wires the fixtures without first notifying Legion Lighting and obtaining written consent from Legion Lighting will result in Legion Lighting being held harmless for any labor or component costs involved and will expressly negate the limited repair or replacement fixture warranty contained herein.

**LAMPS:** All fixtures are furnished without lamps. The lamp designations shown under "No. & Type Lamps" are for convenience when ordering lamps from the supplier.

**CERTIFIED BALLAST:** All fluorescent fixtures are priced and supplied with Electronic ballasts UL-ETL-CLASS "P" approved for 120 volt 60 hertz operation, unless otherwise noted.

**We reserve the right to supply ballast manufacturers of our choice unless requested otherwise in writing to main office.**

**ELECTRICAL ACCESSORIES:** For information on fuses, radio interference filters, dimming ballasts, cold weather ballasts, emergency packs, and other voltages, etc. see Accessories pages and ballast adder.