



CONTACT:
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2014 : TERMS AND CONDITIONS

PRICES: Prices are subject to change without notice. In the event of a price increase, all orders on hand will be filled at the lower price provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to price increase, the orders will be subject to the Prices and Terms of Sale in effect on date of shipment. Quotes are valid for thirty (30) days from the date of quotation unless indicated otherwise.

TERMS OF PAYMENT: Payment by the Purchaser shall be made within a maximum period of thirty (30) days after the date of the invoice, unless otherwise approved in advance in writing by Crystal Lighting. In the event an invoice becomes past due, Crystal Lighting reserves the right to collect from the Purchaser a 1.5% monthly interest fee on all past due accounts.

FREIGHT CHARGES AND RISK OF LOSS: Crystal Lighting Corp. shall use commercially reasonable efforts to make shipments on the date(s) as agreed by the Parties. Shipments are F.O.B. factory. Freight charges are the responsibility of the Purchaser. All products shall be deemed to be delivered and risk of loss shall pass to the Purchaser at such time as the product is loaded into a transportation carrier vehicle.

DELIVERY: Orders must include complete shipping instructions. Crystal lighting reserves the right to ship as it deems advisable unless specific instructions are provided. Crystal Lighting shall use reasonable efforts to meet delivery dates but such dates are deemed approximate and Crystal Lighting shall be allowed a reasonable variance from all such dates unless agreed otherwise.

ACCEPTANCE: All products delivered hereunder shall be deemed accepted by Buyer as conforming to this Agreement, and Buyer shall have no right to revoke any acceptance, unless written notice of the claimed nonconformity is received by Seller within sixty (60) days of delivery thereof. Notwithstanding the foregoing, any use of a product by Buyer, its agents, employees, contractors or licensees, for any purpose, after delivery thereof, shall constitute acceptance of that product by Buyer.

CANCELLATION AND CHANGE ORDER CHARGES: Customer orders for special materials or for products fabricated specifically to Customer's dimensions, or where special materials or services are procured by Crystal Lighting for use on Customer's order, or where lighting design services have been performed, will be subject to cancellation charges at levels commensurate with the value of such product or services rendered. Custom made fixtures and poles are NOT returnable.

In the event of order cancellation there will be a cancellation charge of the costs incurred up to the time of cancellation or change.

BALANCE DUE MATERIALS: Any portion of an order omitted from original shipment because of shortage of stock or other conditions beyond Crystal Lighting's control shall be invoiced at the same price and on the same terms as if included in the original shipment. When the balance due material shipment weighs 100 pounds or more, the transportation charge will be based on the combined weight of the previous and balance due shipments. If the balance due shipment is less than 100 pounds, Crystal Lighting shall prepay and absorb the freight on that portion of the order. If an order has multiple releases specified by the buyer, each release will be treated as individual orders, relative to freight allowance and minimum billing. Crystal Lighting will, upon request make partial shipments of all pour items on a prepaid basis providing the original order qualified for freight allowances and will ship the balance of the material on any given order upon completion of that order. Requests for partial shipments may include freight charges.

RETURNED MATERIAL: Crystal Lighting will not accept any materials returned unless the return has been authorized in writing previously. Customer must notify Crystal Lighting within 30 days of receipt of material. Customer must return material within 30 days of written notification from Crystal Lighting. Material returned under such authority shall be subject to Crystal Lighting regular inspection. If found saleable without requiring reconditioning or further work, credit will be issued in the amount invoiced less handling charge of 25% returned material charge or \$100.00 net whichever is greater. No credit will be issued for goods produced to order, or for goods received more than 30 days after authorization to return. Crystal Lighting sales order program stamps sales order number on the fixture label to assist buyer with replacement request. If the complete fixture is replaced we will not issue a new purchase order numbers for replacement, it will remain the same as original for warranty reasons.

All shipping charges for returns are the sole responsibility of the Customer.

INSPECTION: No claims on account of errors or shortages or rejection because of defects ascertainable on visual inspection shall be allowed unless such errors are reported to Crystal Lighting within 10 days after receipt of shipment.

LAMPS: Crystal Lighting is not responsible for broken lamps or lamps becoming unseated during transit.

INSTALLATION: Crystal Lighting hereby disclaims all liability for, and is neither responsible nor liable for any damages or costs that may result from improper installation of its products. It is the sole and absolute responsibility of the Customer purchasing a Crystal Lighting product to ensure that the Crystal Lighting product is installed properly and in accordance with Crystal Lighting instructions. This responsibility is retained even though the product may be resold for installation by party other than the purchasing Customer. The purchasing Customer shall be liable to Crystal Lighting for all damages and costs that result from improper installation, regardless of who actually performs the installation.



Crystal Lighting Corporation: 13182 Flores Street, Santa Fe Springs, CA 90670
phone: 562 944 0223 / fax: 562 944 0225 / www.crystallighting.us

CRYSTAL LIGHTING IS BUY AMERICAN COMPLIANT. ALL OF OUR PRODUCTS ARE PROUDLY MANUFACTURED / ASSEMBLED IN THE USA.



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TOOLS AND DIES: Charges made for dies and tools do not convey title or the right to remove any such tools or dies from Crystal Lighting Corporation's facility.

SAMPLES: Contact Crystal Lighting Customer Service for the pricing for samples.

LIMITED WARRANTY: Crystal Lighting induction and LED products are warranted for a period of five (5) years from date of manufacture and crystal lighting fluorescent luminaires are warranted for a period of one (1) year from the date of manufacture against mechanical, electrical and physical defects provided the luminaire is installed properly and used for its intended purpose. Component parts may carry longer warranties depending on the component part manufacturer. This warranty is void if the product is exposed to extreme temperatures, vibration, chemical or any other environmental conditions that the product is not an intended use for the luminaire. A copy of crystal lighting Limited Warranty may be obtained at www.crystallighting.us or by contacting crystal lighting Customer Service. Crystal lighting assumes no responsibility for improper selection or installation of its products. Crystal Lighting obligation under this limited warranty is to replace defective parts or products at its discretion, provided such parts or products are brought to Crystal Lighting's attention within the specified time period.

REPLACEMENT PARTS OR PRODUCTS DO NOT INCLUDE LABOR OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER UNLESS AUTHORIZED IN WRITING BY CRYSTAL LIGHTING. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR ANY PURPOSE CRYSTAL LIGHTING HEREBY DISCLAIMS.

LIMITATION OF LIABILITY AND CLAIMS: SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL IN NO EVENT EXCEED THE AMOUNT, IF ANY, RECEIVED BY SELLER HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND, HOWEVER CAUSED, OR ANY PUNITIVE, EXEMPLARY OR OTHER DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN ANYWAY CONNECTED WITH THIS AGREEMENT OR PRODUCTS OR SERVICES FURNISHED BY SELLER MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUED.

ATTORNEY'S FEES: In the event of default in payment of the purchase price or any part thereof, Buyer agrees to pay Seller's expenses, including reasonable attorney's fees and expenses, incurred by Seller in enforcing payment thereof, including all expenses incurred in connection with any arbitration or judicial proceeding.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, proposals, agreements and understandings, whether oral or written, relating to the products to be purchased hereunder or otherwise relating to the subject matter of this Agreement. Any representation, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller.



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