



# Warranty, Terms & Conditions of Sale

Effective 2/1/2012

**Terms:** Net 30 days from date of invoice.

**Minimum Order:** Minimum order for parts is \$50.00 net and \$100.00 net for luminaires, plus shipping and handling.

**Freight Allowance:** Standard freight allowed on all shipments with a net value of \$5,000 or more. All off shore shipments freight paid to point of export. Shipments will be made FOB Croswell, Michigan. Additional charges for a shipment into a construction site will be billed above and beyond the standard freight charges.

**Orders less than \$5,000** net value will be shipped entirely at customers expense, including any handling fees. In absence of specific instructions as to carrier, Paramount Industries, Inc. reserves the right to route all shipments in any manner selected at purchasers expense. Additional charges for a shipment into a construction site will be billed above and beyond the standard freight charges. Collect shipments will be made on request.

**Freight Claims:** All shipments will be made FOB Croswell, MI, and ownership passes to purchaser upon shipment. All transit claims shall be made by purchaser directly with carrier. A clear receipt at the factory places the responsibility for complete delivery and proper handling of the shipment upon the carrier. Paramount Industries, Inc. products are fully tested for mechanical and electrical defects prior to shipping.

**Service Area:** Paramount Industries, Inc. reserves the right to refuse to accept an order for delivery outside the distributors regular selling or service area.

**Price Changes:** Paramount Industries, Inc. follows a policy of continuous product improvement. We reserve the right to change our prices, modify designs, change specifications or discontinue product lines without notification or incurring obligation.

**Return Merchandise:** Return goods will not be accepted unless a prior agreement has been reached between Paramount Industries, Inc. and the customer. A minimum restocking fee of 35% plus transportation costs will be made on all material returned for credit if circumstances comply with the following:

1. No merchandise may be returned without prior written authorization from Paramount Industries, Inc.
2. Request for authorization to return material must be made within 45 days from the date of invoice.
3. Material must be in new condition when received at the factory located in Croswell, Michigan.

**Custom made, outdated or modified versions of standard product are NOT subject to return.**

**Cancellations:** Order cancellations will be subject to all expenses incurred by Paramount Industries, Inc.; i.e. engineering costs, special parts purchased and production time. These expenses are the responsibility of the purchaser. If an order is cancelled after shipment is made or delivery is refused at destination, all costs for any further actions i.e. storage, rerouting or return shipment will be charged to the established customer. Any purchase order already in the manufacturing process will have a minimum of 35% value of order assessed to the established customer or an amount established by Paramount Industries, Inc. No cancellation of a **"Plans and specification Special Order / Non Catalog Items"** will be allowed once acknowledged.

**Special Order / Non Catalog Items:** Paramount Industries, Inc. does not assume responsibility for orders shipped in accordance with the information supplied on or with customer orders in regards to customer approved drawings, non-standard luminaire modification, lighting layout or custom designed application of product. Acceptance of any custom production item requires customer written authorization and signature.

**Acceptance of Orders:** Orders and promised shipping dates do not become effective until written confirmations are received. Our acknowledgement of an order constitutes the latest contract between the factory and the purchaser, any deviation must be notified in writing. The filling of accepted orders is contingent upon strikes, fire, and any other cause beyond the reasonable control of Paramount Industries, Inc. The terms and conditions stated herein shall constitute the entire sales agreement between the parties and any contrary or additional terms and conditions submitted by the buyer shall be deemed to be of no effect unless officially acknowledged in writing by Paramount Industries, Inc. at the time of order acceptance.

**Collection Fees:** Invoices that are turned over to a collection agency are subject to all fees incurred.

**Insurance:** Paramount Industries, Inc. carries Comprehensive General Liability Insurance which covers all vendors or distributors who are involved in the sale or distribution of Paramount Industries, Inc. products. **Therefore, we do not issue individual endorsements to each distributor.**

## 5 YEAR LIMITED WARRANTY

All Paramount Industries, Inc. luminaires are warranted to the user against manufacturing, mechanical and electrical defects for a period of 5 years of dated invoice; provided installation follows National Electric Code or Local Code stipulations, installed by a qualified electrician, operated under normal conditions and proper power supply.

Products warranted are only those which Paramount Industries, Inc. manufactures. Products, component parts, accessories and attachments not manufactured by Paramount Industries, Inc. are warranted only to the extent given by the actual manufacturer.

All luminaires are tested at the time of manufacture to assure they are in good operating condition. Permission to repair, alter or modify luminaires by outside licensed contractors must be authorized in writing by Paramount Industries, Inc. with costs, if any, established and agreed upon before said work begins.

Paramount Industries, Inc. does not assume any responsibility for improper selection, application and/or installation of luminaires or for labor costs involved in repair or replacement, or for any other alleged reason.

**Our liability extends only to the replacement of the defective luminaires, F.O.B. Croswell, Michigan.**