

Modulightor, Inc.

Terms & Conditions

GENERAL

All sales shall be governed by the terms and conditions of Modulightor, Inc. as stated below. Placing an order constitutes acceptance of stated terms and conditions. Modulightor, Inc. reserves the right to not accept an order in the case of a dispute emanating from said terms and conditions.

GUARANTEE

All products are guaranteed for one year for labor and material, with the exception of bulbs. Transformers are guaranteed for six month.

PRICING

Price list is available for Standard Products. Custom Prices for Custom Specification Products are quoted on an individual basis. Verbal or written price quotations are available on request and are valid for 90 days. Price quotation shall be valid for the product as described; Any modification required or additional time input shall be re-quoted.

PAYMENT

All orders under \$600 are required to be prepaid in full at the time the order is placed. Orders of \$600 or above require a 50% deposit to place the order, with the balance due 10 days after completion of order and prior to shipment.

TAX

Modulightor, Inc. reserves the right to collect required taxes on all fixtures. Resale Certificates, Tax Exempt Certificates and Certificates of Capital Improvements may be submitted at time of purchase in lieu of taxes.

RETURN POLICY

Modulightor products are fabricated to fulfill a specific order and/or customer specifications; therefore no return is possible.

CANCELLATIONS

CANCELLATIONS PRIOR TO COMMENCEMENT OF FABRICATION:

Full refund is available for orders of Standard Products for which fabrication has not begun and materials and parts are from Modulightor stock materials. If cancellation occurs after custom materials have been ordered, refund will reflect deduction of material cost.

CANCELLATION AFTER COMMENCEMENT OF FABRICATION:

Orders under \$600 which are cancelled after commencement of fabrication will receive a 50% refund. Orders of \$600 or above which are canceled after commencement of fabrication will receive no refund of deposit.

Orders cannot be canceled after completion of fabrication.

CHANGES AFTER FABRICATION

Modulightor fixtures are fabricated to specifications. It is the responsibility of the purchaser/specifier to determine the appropriateness of the fixture to a specific use and installation requirements. Once a fixture is fabricated, any additional modification, reworking or changes required to the fixture will be made on a time and material basis only.

DELIVERY

Most Modulightor fixtures can be delivered in less than six weeks from time of placing order. Estimated fabrication and delivery time for specific orders can be furnished when the order is placed.

INSPECTION OF DELIVERED MERCHANDISE

Modulightor products are insured and shipped by common carrier.

CAUTION: It is the responsibility of the owner or owner's representative to inspect materials received and make any claim for damage within two days of arrival of shipment. All claims for damage must be made directly with the shipping carrier. Many carriers do not accept claims made after two days of delivery. All orders are shipped complete as per enclosed Modulightor Packing List including fixture and parts and materials required for standard installation. Any additional parts and materials required for installations may be ordered separately.

Modulightor, Inc.

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INSTALLATIONS

All installations of fixtures are the responsibility of the purchaser. Modulightor, Inc. strongly recommends all fixtures installations to be made only by a licensed electrical contractor. Modulightor, Inc. will supply mounting hardware for standard situations of round, octagonal or rectangular electrical junction boxes or standard construction materials: gypsum board, masonry or concrete. Any additional or site specific adaptation is the responsibility of the purchaser and/or the installer. Special mounting devices required and furnished will be billed separately on a time and material basis. All fixtures produce high heat; Halogen bulbs reach especially high temperatures. All fixtures require proper ventilation and clearance for proper and safe use. No fixtures should be mounted in an enclosed space.

CERTIFICATION

All Modulightor fixtures are fabricated in accordance with the guidelines of the National Electric Code (NEC). Parts used for assembly are UL approved. Modulightor products are built to UL Code 1596 standards. Most Modulightor products are ETL listed/approved and carry proper labeling. On request, Modulightor will submit a specific product to ETL for approval. Please consult your Electrical Contractor prior to placing an order.

DISCLAIMER

Modulightor products are fabricated to industry standards. It is the responsibility of the purchaser/specifier to determine the appropriateness and feasibility of a specific product including bulb type and wattage for a specific use, condition and installation. All fixtures produce heat; Proper ventilation and clearance are required. Fixtures should not be installed in an enclosed space.

Modulightor, Inc. disclaims any responsibility of claims for damage of property or injury resulting from inappropriate use and installation.

LIMIT OF LIABILITY

The maximum Limit of Liability of Modulightor, Inc. for any and all damages relating to design, fabrication, installation and use of any Modulightor lighting fixture is limited to the purchase price of the fixture.