

Terms & Conditions

SPECIFICATION CHANGES All specifications either contained in Rambusch's catalog, promotional literature or special application drawings are subject to change without notice and without liability to Rambusch. Changes cannot be made in the quantity or the specification of fixtures on any order entered or released for production without written approval from Rambusch.

SHIPPING DATES Acknowledged shipping dates are our best approximation of the probable shipping date and shall not be deemed to present a fixed or guaranteed date. Rambusch shall not be responsible for any damages, penalties, or labor charge backs resulting from delayed shipments or from its inability to ship by the acknowledged shipping date.

TRANSPORTATION TERMS All shipments are FOB point of shipments. Freight will be prepaid and allowed on shipments of 30 fixtures or more, or a total P.O. value of \$7,000.00, to any point in the United States except Alaska and Hawaii provided Rambusch Lighting selects the method of transportation and the routing of this shipment. For any matter or routing of shipment specified by the customer different from that chosen by Rambusch Lighting, the customer is responsible for all transportation costs. Requests for premium freight service (such as air freight) must be authorized in writing and received from purchaser before shipment. All premium freight costs to be borne by purchaser. There will be no deduction of any normal prepaid freight by purchaser. Rambusch Lighting, unless specifically stated otherwise, may await completion of the entire order before shipment or may make partial shipments at its sole discretion. Partial shipments at Rambusch's discretion will be prepaid and allowed. Customer will assume all freight charges on partial shipment not of Rambusch's discretion.

CONSEQUENTIAL DAMAGE SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER. Rambusch is not liable for damages of any kind resulting from any delay or failure to deliver or perform due to strikes, lockouts or other labor difficulties, or failure due to delay or sources of supply, transportation difficulties, accidents, fires, acts of God, or any other causes of like or unlike the nature beyond Rambusch's control.

CONFIRMATIONS Written confirmation of phone or verbal orders must be clearly marked "confirming" to avoid duplicate shipments. If this is not done and duplicate shipment occurs, there will be a restocking charge.

TERMS AND CONDITIONS OF SALE No quotation, order acknowledgment, and no provisions of these terms and conditions of sale shall be changed in any respect except as specifically agreed to in writing and signed by an officer of Rambusch. No statement, representation or warranty not contained herein shall be binding on Rambusch unless made in writing and signed by a duly authorized officer of Rambusch.

CATALOG AND PRICE SHEETS The Rambusch catalog and price sheets have been prepared for the convenience of the user and shall not be interpreted as an offer to sell. Every effort is made to make them accurate and complete for each printing, but, Rambusch reserves the right to delete or change designs or information at any time without notification.

PRICES All orders are subject to prices and terms of sale in effect on the date of shipment and are subject to change without notice. All price quotations expire within 60 days from the date of quotation unless otherwise specified. Orders placed on "Hold for Release" which are not released with a shipment date within 90 days of the date of quotation shall be subject to price increase. Prices do not include freight or any federal, state or local taxes of any nature. All prices are for fixtures, less lamps, F.O.B. Rambusch's factory, Jersey City, New Jersey. Where catalog price is stated as "POA" this means "price and availability on application." Please contact Rambusch Customer Service for current information. Minimum order is \$250.00.

PAYMENT TERMS Payment terms for credit approved by Rambusch are

Net 30 days from date of invoice. A late payment charge of 1-1.5% per month will be added to all outstanding balances after 30 days from date of invoice.

RISK OF LOSS The risk of loss shall pass to the buyer upon delivery by Rambusch to the carrier at Rambusch's plant in Jersey City, New Jersey. All claims for damage or loss in transit must be made by buyer directly to common carriers. Damage in transit or disputes with carriers regarding damaged product does not relieve buyer's obligation to timely pay the full amount of Rambusch's invoice.

PRODUCT ADAPTABILITY All fixtures will be furnished to the standard specifications indicated on the catalog sheet unless Rambusch is notified in writing of exceptions required. Any cost incurred to correct materials that required special modification to meet job site adaptability must be borne by the buyer.

RETURN GOODS It is not Rambusch's policy to accept returns. Any approval of product returns for any reason other than valid warranty claims will be issued at the rate of 50%, less freight out and in, on standard cataloged items appearing in our catalog, provided that the fixtures are returned in their original cartons with unbroken seals. If unsealed, or not in their original cartons, credit will be issued only after inspection and acceptance by Rambusch and at an additional charge reflecting any additional work necessary to place the product in first class saleable condition. No goods will be accepted for credit after three (3) months from date of shipment.

AUXILIARY EQUIPMENT (Ballasts, transformers and lamps) furnished as components with our products carry the warranties of the manufacturer of that equipment. Rambusch's guarantee does not extend to such components. Defective ballasts or transformers under warranty are to be delivered by the user to the manufacturer's designated service distributor for replacement in accordance with their standard terms.

OTHER CLAIMS All claims against Rambusch other than valid warranty claims, including claims for shortages and errors, must be made in writing within ten (10) days after delivery. The facts on which claim is based must be directed in writing to Rambusch. Failure to make any such claim within ten (10) days shall constitute acceptance of the merchandise and waiver of any such shortages, errors, or other claims.

CANCELLATION OF ORDERS Buyers who place orders on a "hold for release" basis and subsequently cancel the order prior to release shall not be charged. All released orders that are cancelled bear a minimum cancellation charge of 25% of the order value on standard catalog items and 100% cancellation charge on any items that require any modifications to standard catalog items or custom products which includes color.

WARRANTY Rambusch warrants that the products manufactured by it shall be free from defects in material and workmanship for a period of one (1) year from the date of shipment. On components furnished by Rambusch but manufactured by others, a written warranty of the manufacturer, if any, will be assigned to buyer; however, Rambusch does not adopt and does not warrant or represent any such component parts or the enforceability of such third party warranties. Rambusch's sole obligation under this warranty shall be, at its option, to repair or replace its defective product. There are no other expressed warranties including any warranty of merchantability or fitness for purpose. Rambusch shall not be liable for consequential damages or cost of removal or reinstallation of its products. Buyer shall pay for all the shipping charges to and from Rambusch's plant in New Jersey for the return and repair or replacement of the product. This warranty shall not apply to defects or damage caused by shipping, improper installation, improper use or abuse of the product.

RAMBUSCH LIGHTING