



## Terms & Conditions of Sale

October 1, 2008

### ACCEPTANCE OF ORDER

In placing an order with Tivoli, LLC, customer acknowledges their awareness and acceptance of these general terms and conditions of sale. Orders are considered accepted when confirmed with our standard order acknowledgement form and/or can be viewed on-line through our order tracking system at [www.tivolilighting.com](http://www.tivolilighting.com). **There is a minimum order amount of \$100.00.**

### DELIVERY

Estimated shipping dates are approximate and shall not be deemed to represent a fixed guaranteed shipping date. Lead-time for standard product is 1-6 weeks (depending on product type) from order date, the release date or the payment date on prepaid orders. Hold For Release orders DO NOT commit inventory, however, arrangements can be made to ensure material is available as required. Custom orders have an extended lead-time. A rush order has a 50% lead-time reduction for an additional charge of 25% of the order value. Rush order service is not always available and must be confirmed in writing by Tivoli, LLC. Tivoli, LLC shall not be responsible for any damage or loss resulting directly or indirectly from delayed shipments or inability to ship. Delivery status for all confirmed orders can be checked online at [www.tivolilighting.com](http://www.tivolilighting.com).

Tivoli, LLC reserves the right to make partial shipments unless the Buyer expressly stipulates otherwise. All such shipments shall be separately invoiced and paid for when due, without regard to subsequent or preceding shipments. Delay on any partial shipment shall not relieve the Buyer of its obligation to accept remaining shipments.

### PAYMENT TERMS

Orders from new customers must be prepaid. Upon approved credit, payment terms are net 30 days from the date of the invoice. Past due accounts will be subject to a 1.5% interest charge per month. The debtor is responsible for all costs incurred by Tivoli, LLC for securing bad debts including collection agencies, court costs and attorney fees. Tivoli, LLC reserves the right to withhold shipment to Customers with a past due balance.

### PRICES, SPECIFICATIONS, & QUOTATION

Prices and specifications are subject to change without notice. Written quotations shall be firm for a period of 30 days from the date on the quotation. Purchase orders accepted by Tivoli, LLC during the period specified on the quotation would be price protected for a period of 90 days. All other orders will be invoiced at the prevailing price at the time of shipment. Tivoli, LLC reserves the right to withdraw any quotation at any time for any reason provided Tivoli, LLC has not accepted a valid purchase order from the Buyer.

### FREIGHT TERMS

FOB Factory on all shipments. All orders will be shipped as ground freight as standard freight terms.

### FREIGHT CHARGES

The cost of freight will be added to all orders. The following exceptions apply:

Purchase Orders having a total of \$5,000 or more for release on one shipment from our factory to one destination anywhere in the Continental United States, will be freight allowed using ground freight. Orders requesting alternative freight methods (air or expedited service) will be billed for the difference between ground and airfreight.

### RETURNS & CANCELLATIONS

Any returns are subject to a 50% restocking charge and a written "Returned Goods Authorization" (RGA) must be obtained prior to return within 60 days of invoice date. RGA material may be returned within a 30-day period only. No returns will be accepted until RGA is approved, and a copy must accompany the shipment as a packing list. Merchandise must be new, in the original factory-sealed cartons, if possible, and packed in such a manner as to prevent damage. No return shipments will be accepted unless prepaid. Unauthorized returns will remain property of the sender and Tivoli, LLC will not accept responsibility for loss or damage. Orders cancelled before shipment are subject to a 25% cancellation fee. Custom orders are non-cancelable.

### WARRANTY

Tivoli, LLC will replace or repair, at its option, any part found defective within (1) year from the date of the invoice. This warranty does not include lamps, transformers, and parts not of Tivoli, LLC own manufacture that are subject to their standard manufacturer's guarantee. **There shall be no responsibility for installation or replacement labor or any other contingent responsibility.** Tivoli, LLC reserves the right to deny the warranty on any product altered, improperly installed, or installed in an application for which it is not intended. No person, agent, representative or dealer is authorized to give any warranties on behalf of the company.

Tivoli, LLC products are designed and engineered to high quality standards in accordance with the requirements of the Underwriters Laboratories and the Canadian Standards Association. Some items may not conform to local codes. Tivoli, LLC will not accept any responsibility, claims, exchanges or other liabilities resulting in an installation/purchase that does not meet local codes.

### LIMITATION OF LIABILITY

The limit of Tivoli, LLC liability for failure of its products to meet the foregoing warranty shall be, at our sole discretion, either the repair or replacement cost of a defective product and shall exclude any damage caused by accident, misuse or abuse of the product. Tivoli, LLC is not liable for lamp breakage during shipment. No labor charges involved with replacements or repairs will be paid by Tivoli, LLC without prior written approval. Tivoli, LLC is not liable for delays in delivery or for non-delivery when circumstances beyond our control affect production or shipments.