

## **GENERAL TERMS AND CONDITIONS OF SALES**

**Effective: August 14, 2023.**

**PRICING:** Latest Price List August 14, 2023.

All prices shown are in Canadian dollars and exclusive of all applicable taxes. Prices are subject to change without prior notice. Merchandise will be shipped at prices prevailing at time of shipment. Prices are valid for merchandise shipped in Canada only. This list voids automatically any existing price list. Orders are invoiced at the time of shipment.

### **ACCOUNT OPENING**

The opening of a new account is subject to sales manager and credit approval. Terms of payment are NET 30 days. Accounts must purchase a minimum annually to maintain account status.

### **MINIMUM ORDER AND SERVICE CHARGES**

Minimum order is \$100.00. Linear (Fluorescent and LED) Tubes must be purchased in case quantities.

Sign Light, Full Spectrum & Freezer/Cooler lamps 10 per case, All 4' Lamps T5 and T8, 25 lamps per case. All other 2', 3', 5', 6' and 8' lamps both T5 and T8, 8 lamps per case, All Flat and Back lit panels must be purchased in case qty. of 2.

### **FREIGHT TERMS**

Turolight Inc. will determine the method of transportation and routing of shipment. Freight will be prepaid and allowed on each order or partial release thereof totaling dollar values below NET. British Columbia \$1,250, Victoria & Yukon \$2,000 Northwest Territories \$2,500 Alberta \$1,250, Saskatchewan \$1,250, Manitoba \$1,250 GTA \$250, Outside of GTA \$750 Montreal (Metropolitan Area) \$500, Outside of Mtl \$750 Atlantic Canada \$1,250, Newfoundland and Labrador \$1,750 Job site and special deliveries are subject to "Drop Ship" fees. If "Tailgate" service is required, a minimum charge of \$75.00 will be applied, it must be noted on the original order otherwise it may be delayed by the transporter and might incur extra charges. Service charges for special requests such as: "Call before delivery" and "Signature required" may apply. Shipments are always FOB origin.

### **SPECIAL CUSTOM ORDERS**

Products "made to order to customer specifications" are not cancellable, returnable or refundable. A monetary deposit may be requested with the Purchase Order.

### **ORDER CANCELLATION**

A confirmed order cannot be canceled. If for a reason Turolight Inc. approves an order cancellation, cancellation fees might apply.

### **CLAIMS FOR DAMAGE, BREAKAGE OR SHORTAGE**

All freight claims for damage, breakage or shortage must be reported immediately to the carrier upon reception of the merchandise, written on the waybill AND signed by the carrier. All other claims, to be accepted, must be reported within ten (10) days after receipt of shipment. Claims not reported within this time period will not be accepted. Also claims for products that have been altered will not be accepted.

### **RETURN OF DEFECTIVE MERCHANDISE**

No merchandise may be returned without prior written authorization from Turolight Inc. Requests for return of defective

merchandise must be submitted to your sales representative or to factory Customer Service. Turolight Inc. reserves the right to accept or deny any return at its sole discretion. All efforts will be made to correct the problem on-site, otherwise RMA will be issued. Upon receipt of the RMA, the merchandise should be carefully packed and sealed in the original box, with RMA number appearing clearly at the top of each package. All returns are subject to inspection by Turolight Inc. and only merchandise in good condition, intact and purchased within warranty period will be credited. Returns for custom orders will not be accepted. Return freight to Turolight Inc. must be shipped prepaid. Unauthorized returns and collect shipments will be refused.

### **RESTOCKING FEES/STOCK ROTATION**

Requests for any stocking products must be done within 6 months and will require a 3 for 1 inventory order otherwise will be assessed 25-35% restocking Fees. Return freight must be prepaid. Requests for returns on Projects will be assessed a minimum of 35% restocking charge within 3 months, no returns after 3 months. C items and Special order items, no returns permitted.

### **DATA TRANSFER**

Every effort is made to ensure accuracy; however, specifications, dimensions, and information contained in our catalog (print and electronic) are subject to change without notice. Turolight Inc. cannot be held responsible for any error found in its literature or Web site.

### **WARRANTY AND OBLIGATIONS**

Turolight Inc. guarantees components against manufacturing defects for a period of one (1) year for Regular fixtures; five (5) years for the driver (by the manufacturer) and PCB under normal use for LED fixtures, with proof of purchase. The obligation of the manufacturer consists of the cost of the components only or possibly replacement of full fixture. Turolight does not cover the cost of labor for replacement and transport. Turolight Inc. reserves the right to replace a defective product by an identical or similar product. This warranty shall not apply to products which have been altered, improperly used or repaired outside of Turolight Inc's factory, nor shall it apply to defects for which written notice thereof is not received by Turolight Inc. within the warranty period from the date of purchase. This warranty cancels all other warranties, expressed or implied and without excluding the generality of the foregoing, excludes any implied warranty of merchantability. Specifications are subject to change without prior notice.

Turolight Inc. reserves the right to change details of design, materials and finish that will not alter installed appearance or reduce function and performance. Turolight Inc. reserves the right to make changes in specifications and/or to discontinue any product at any time without notice or obligation and will not be liable for any consequences resulting from the use of this publication.

Warranty on Emergency fixtures 2 years from date of purchase from Turolight Inc.

Warranty on lamps are as follows, and always from date of purchase of lamp from Turolight Inc.

Lamps with 15,000 Average Hours Life guaranteed 2 years up to 12 working hours a day.

Lamps with 25,000 Average Hours Life guaranteed 3 years up to 12 working hours a day.

Lamps with 50,000 Average Hours Life guaranteed 5 years up to 12 working hours a day.