

## LIGHTING

## **TERMS AND CONDITIONS**

**TERMS:** 50% Deposit, Balance due before order shipment. A service charge of 1-1/2% per month will be applied to past due accounts. Nessen accepts checks, ACH, Visa, Mastercard, American Express, and Discover payments; a 3.5% convenience fee is added to credit card payments.

**F.O.B.** (FREE ON BOARD): Prices are for merchandise packed in cartons, F.O.B. our factory in Brookfield, C.T. Therefore, transfer of ownership (which includes transportation charges and responsibility for damage in transit) to the buyer occurs at the time the shipping company collects the merchandise from our factory.

**TRUCK SHIPMENTS:** Truck shipments are freight collect unless otherwise specified. Nessen reserves the right to select the carrier.

**THIRD PARTY BILLING:** Third party billing for freight is available. Please provide billing information with order.

**CUSTOMIZATION:** Modifications of standard lamps, special finishes or custom fabrications are available upon request. There is NO minimum quantity. Special orders are irrevocable and cannot be canceled or returned. A 50% deposit is required with your order.

NEW ACCOUNTS: An application must be submitted to Nessen prior to the processing of your order.

**SHIP DATE:** All orders are acknowledged with an approximate shipping date based on production schedules. Shipment is not guaranteed on that date. Nessen assumes no responsibility for delays.

**TRANSPORTATION CHARGES:** Transportation charges are based on carton size, dimensional weight and zip code destination.

**CLAIMS FOR DAMAGE IN TRANSIT:** All merchandise is packed to comply with carrier requirements. It is the consignee's responsibility to examine the goods and file all claims for concealed or visible damage within 7 days of receipt of fixture. Contact the carrier for inspection and instructions.

**RETURNS:** Since Nessen is a "made to order only" facility, no merchandise can be returned. Some exceptions may be made, but the request must be made within (7) days of receipt. Authorized returns must be shipped prepaid. If approved, credit will be issued after merchandise has been inspected by Nessen. Appropriate handling charges will apply. All parts sales are final.

**CANCELLATIONS:** Orders are not subject to cancellation either in whole or part, except by consent of Seller. If approved, cancellations are subject to a minimum service charge of 30% if prior to production and 50% if after. Special fixtures and parts cannot be canceled or returned for credit.

**ERRORS AND OMISSIONS:** The information in this price list is for the convenience of the user and every effort is made to avoid error. But this company does not hold itself responsible for any errors or omissions.