



Terms & Conditions

Terms of Payment

Net 30 payment terms will be allowed for all customers with approved credits or returning customers who have met payment terms in the past. Non-established customers will require Pro Forma Payment/Prepay. Failure to meet payment terms may result in payment terms changing from Net 30 to prepay for all future transactions. A finance charge of 1.5% per month (18% annually) will be applied to any past due balance exceeding 90 days.

Conditions of Sale

All orders must have a minimum billing of \$250.00. An exception shall be made for additional units to complete order, as well as parts and/or miscellaneous replacements for merchandise. All prices, models and materials specifications are subject to change or withdrawal without notice. All prices of standard and special fixtures do not include lamps, except where noted in specifications or factory quotation. Any tax or other government charge which may now or hereafter become effective and/or be imposed by Federal, State, or Municipal authorities upon production, sale or shipments of goods hereunder shall be paid by the buyer. All purchase orders are subject to acceptance and acknowledgment by the home office in Santa Clarita, California and will rely on the customer's purchase orders as being accurate and complete in every detail, authorized and endorsed.

Order Acceptance, Confirmation & Pricing

All quotations issued by Primus Lighting are non-binding and subject to change without notice prior to written acceptance by Primus Lighting. No order shall be deemed accepted unless and until acknowledged in writing by an authorized representative of Primus Lighting. Upon such acknowledgment, the terms, pricing, and lead times specified therein shall become binding, subject to the conditions set forth herein. Quoted pricing shall remain valid only until the expiration date stated on the quotation and is subject to adjustment in the event of any change in product specifications,

quantities, delivery requirements, or other material terms. Submission of a purchase order or other confirmation by the purchaser shall constitute acceptance of these Terms and Conditions in full.

Order Cancellation and Changes to Order

Primus Lighting fixtures are manufactured to order with specific length and performance characteristics. Therefore, all orders are non-cancelable and non-returnable. Approved submittals are required to confirm complex projects. Upon an order entering production, an email notifying that the order has entered production will be sent to the customer. We will likely charge a fee on any changes made to the order after the Order has been processed and order has been released to production. All changes to orders are subject to approval by Primus Lighting.

Force Majeure

Primus Lighting shall not be held liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, pandemics, war, terrorism, government actions, material shortages, or transportation disruptions. In such cases, performance shall be suspended for the duration of the delay. Primus Lighting will make reasonable efforts to notify the purchaser and resume performance as soon as conditions allow. Such delays shall not constitute a breach of contract or give rise to any claim for damages.

Transportation Terms

All shipments are FOB Origin and will be arranged and billed by Primus Lighting, unless the purchaser requests to use a third-party carrier or account. Freight charges are not included in product pricing and will appear as a separate line item on the customer invoice once the order ships. Routing will be at the discretion of Primus Lighting unless otherwise specified on the purchase order.

Shipment Claims

It is the customer's responsibility to check for any visible and/or concealed damages that occurred to package(s) and fixture(s) as a result of carrier mishandling during pickup, transit, and/or delivery. A claim must be submitted with Primus Lighting within 45 calendar days from the date of delivery. Customer will be responsible for all fixture, packaging, and shipment costs if a claim for damages is submitted after 45 calendar

days from the date of delivery. All shipment claims must include the following supporting documents:

- A photo showing the damaged item(s) and how it was packaged inside the box
- A photo of the damaged item(s)
- A photo of the packaging material used
- A close-up photo of the shipping label with tracking number
- Two photos showing all six side of the package (one showing top and two side, another showing bottom and opposite sides)
- A signed Bill of Lading marked as “damaged” or “subject to inspection” (making this note must be done at the time of receiving package(s)).

Failure to provide the following documents will likely result in a rejected claim and Primus will be unable to replace the damaged fixture(s) at no charge.

Terms for Returns

All orders are non-cancelable and non-returnable unless previously agreed by Primus Lighting. If approved by Primus Lighting, all returned merchandise requires a return goods authorization (RGA) to be submitted. Return requests should be made through a local representative. RGA forms (authorization) will be issued from Primus. Merchandise returned without an RGA will not be accepted. Request for returned merchandise must be made within 30 days of the date of invoice. No merchandise of a value less than \$150.00 or discontinued merchandise will be subject to return. No return of special or custom-made equipment will be allowed. Merchandise must be returned freight prepaid in the original factory sealed cartons within 30 days of issuance of the RGA and shall be subject to inspection. Unsaleable and damaged merchandise will be credited at salvage value or less cost of repairs, in addition to standard handling charges. Credit will be issued at prices prevailing at the time of shipment, less a handling and restocking charge and any reconditioning and re-cartoning charges which may be necessary.

Warranty

Primus products are all carefully tested and inspected at the factory and are guaranteed to be free of material and workmanship defects when shipped. Any equipment which is proven defective in material or workmanship will be repaired or replaced at Primus expense upon written authorization, provided that such a claim is made within the time frames detailed below (reference "Warranty Per Fixtures"). Our warranty start date is

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the date found on our invoice. Primus accepts no further responsibility or charges in correction. Primus will not pay labor charges in any amount or assume responsibility for labor expended or materials used to replace and or repair any equipment. Primus will not honor debits or charges from any distributor or electrical wholesaler withholding or claiming funds for such charges or other arbitrary type of claim enforcement of expenses for repair or correction in the field.

Fixture Warranty

LED Fixtures - 5 Years Limited Warranty

Decostring - 5 Years Limited Warranty

Decobar – 5 Years Limited Warranty

Decodrops – 5 Years Limited Warranty

Decostring/Decodrops/Decobar LED Lamps - 3 Years Limited Warranty

Step & Aisle Lighting - 3 Years Limited Warranty

Thank you and we look forward to doing business with you!