



## Terms & Conditions of Sale

For Customers & End Users

---

### Terms of Payment:

Net 30 days from date of invoice.

### Pricing:

Prices are subject to change without notice. Prices are exclusive of sales or like taxes unless otherwise noted. All prices are for fixtures without lamps unless otherwise noted.

### Order Acceptance:

All orders subject to Pinnacle Architectural Lighting's final approval. Fixtures are made-to-order and are not a stock item. Pinnacle Architectural Lighting requires the customer to approve the bill of materials. This is to ensure that the fixture(s), circuiting, voltage, lamps, mounting, quantities, etc. are correct. Sign-off supersedes any information previously provided on the blueprint, quote, purchase order, etc.

### Order Revisions/Change Orders:

Order revisions must be submitted to Pinnacle Architectural Lighting prior to shipment of the order. Verbal order revisions will not be accepted. A revised order will be placed on hold pending new sign-off, and or a revised purchase order. The ship date may be affected. A fee may be applied if the change requires Pinnacle to absorb the cost of materials ordered but no longer needed for the project at hand.

### Cancellations:

Order cancellations will not be accepted on custom fixtures or custom color orders. Order cancellations on standard products must be sent to Pinnacle Architectural Lighting in writing within 48 hours of Order Acknowledgement. Verbal order cancellations will not be accepted. Cancellation charges will be determined by Pinnacle Architectural Lighting and will be based upon the point of process.

### Returns:

Pinnacle Architectural Lighting does not accept product returns on all correctly processed orders as all projects are made-to-order.

### Damage Claims:

All products are carefully inspected prior to shipment. All shipments are F.O.B. factory. It is the purchaser's responsibility to carefully inspect all items at the time of delivery and note any damage or shortage on the bill of lading. The purchaser is responsible for filing and managing all freight claims. Concealed damage claims must be reported to the carrier within 15 days from receipt of shipment.

### Shipping and Handling Terms:

Shipping and Handling will be prepaid and allowed by Pinnacle Architectural Lighting on all order shipments totaling \$7500.00 and shipped within the continental United States (\$10000.00 in Canada, to direct shipping points only). The customer is responsible for Shipping and Handling on orders totaling less than \$7500.00 (\$10000.00 in Canada). The minimum Shipping and Handling charge is \$50.00. The order will be shipped prepaid freight with the Shipping and Handling charges being added to the invoice. For shipments outside of the United States, the customer is responsible for arranging any customs or brokerage services. If the shipment requires special delivery needs requested by the customer, the added cost for those needs will be prepaid by Pinnacle Architectural Lighting and billed directly to the customer. For example, early morning delivery, lift gate truck, specialized pallets, etc. will all incur additional charges that will be prepaid by Pinnacle Architectural Lighting and billed directly to the customer.

### Date of Shipment:

Ship dates are approximate and are based on conditions existing at the time of Pinnacle Architectural Lighting's receipt of the customer's purchase order and sign-off. Pinnacle Architectural Lighting will in good faith strive to ship by the estimated date but will not be responsible for any delays.

### Changes in Product Design:

Pinnacle Architectural Lighting reserves the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

### Warranty:

Pinnacle Architectural Lighting guarantees to the purchaser, that all items will be free of defective materials and workmanship when shipped. This warranty is valid for one year from the date of invoice. This warranty does not include ballasts or lamps or other components not manufactured at

Pinnacle Architectural Lighting. Any warranty regarding these components is made by the manufacturer of said components. All claims for these components should be directed to the appropriate manufacturer.

Defects in materials or workmanship within the period of guarantee will be repaired or replaced, at our sole option, without charge. We reserve the right to determine the best method of correcting such defects.

Labor charges will not be accepted without written authorization of Pinnacle Architectural Lighting.

This warranty does not apply to products that have been altered or repaired outside of Pinnacle Architectural Lighting's factory, or which have been subject to neglect, abuse, misuse, incorrect installation or accident.

**Legal Jurisdiction:**

Any legal, arbitration, or otherwise binding negotiations resulting from a dispute; shall be held under the jurisdiction and laws of Denver, Colorado.

rev 1/09