

## LIMITED WARRANTY

Wave Lighting LLC ("Wave") warrants its lighting fixtures and components to be free from defects in material and workmanship for a period of one (1) year from the date of purchase. At its option, Wave will repair or replace any defective product without charge with the same product or with the closest matching product then in its catalogue.

This warranty does not cover: paint chipping, peeling or other paint failure; rust or corrosion caused by contact with objects or chemicals; damage or color fading associated with UV exposure; repair service, adjustment or replacement due to improper wiring or installation; misuse, abuse, negligence; light bulbs, ballasts and other expendable items which require periodic replacement and are warranted separately by their manufacturers; damage caused by accident, natural disaster, or unauthorized service or modification of the product or any furnished component; or other matters beyond Wave's control.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND EXCLUDES ALL WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

This warranty does not cover: any special, indirect, incidental, or consequential damages arising out of the purchase or use of, or inability to use, this product, such as costs of installation, removal or reinstallation of the product, or loss of use or inconvenience; and does not extend to other equipment and components supplied by others that a customer uses in conjunction with Wave's products.

In no event, shall Wave's obligation exceed customer's purchase price of the product.

Some states and provinces/territories do not allow the limitation or exclusion of consequential damages, or limitation on how long an implied warranty may last, so the above limitations or exclusions may not apply to you.

SPECIAL EXTENSIONS OF THE WARRANTY PERIOD:

LIGHTWAVE & COMMERCIAL LED components – warranty extends to five (5) years from the date of manufacture.

Marlex® fixtures - warranty for fixture housing components only extends to five (5) years from the date of purchase.

Everstone™ fixtures, - warranty for fixture housing components only extends for the LIFETIME of the product.

Wave Lighting takes pride in our products and we hope that they bring you many years of enjoyment.

If you have comments, please call 877-870-WAVE(9283).

## TERMS AND CONDITIONS OF SALE

### CONDITIONS OF SALE

All orders are subject to acceptance by Wave Lighting. Orders cannot be cancelled without Wave Lighting's written consent and then only upon terms which indemnify Wave Lighting against loss. Cancelled orders are subject to a 15% minimum service charge and Wave Lighting reserves the right to impose such charges where Wave Lighting deems necessary on cancelled orders in process. Wave Lighting, who's policy is one of continuous improvement, reserves the right to discontinue, modify, or change at any time, product specifications, designs, or prices without notification.

### TERMS

1% 10 days. Net 30 days. Past due accounts will be subject to a service charge equal to 1 1/2% per month, but in no event higher than permitted by law in the state where the obligation is payable.

### FREIGHT

FOB point of shipment, freight allowed on orders totaling \$600.00 or more Distributor Net Cost for dock to dock commercial delivery (continental US only). This does not include charges for extra services (see below). Orders less than \$600.00 are shipped freight collect or prepay and add, no freight allowance. In the absence of specific instructions by the customer, our logistics department will use their own discretion with regard to the carrier and/or routing.

**Charges For Extra Delivery Services (including freight allowance orders): Customer is responsible for all additional delivery service charges including but not limited to: lift gate, notify prior to delivery, residential delivery, limited access, inside delivery, guaranteed delivery, and redelivery/hold fees.**

**Excess length fee applies to all post orders greater than 14'.**

### CLAIMS

**Freight charges and claims are the full responsibility of the party paying the freight as defined below.**

- 1) Collect shipment: Consignee is responsible for the freight charges and any claims that may need to be filed.
- 2) Third Party Billing shipment: "Bill to" customer is responsible for freight charges and any claims that may need to be filed.
- 3) Prepaid or Prepay/Add shipment: Wave Lighting is responsible for the charges and any claims that may need to be filed.

However, the receiving party must comply with Customer/ Consignee responsibility as outlined below.

### Wave Lighting Responsibility:

- 1) Wave Lighting makes every effort to package product and configure shipments to minimize the possibility of damages during transit.
- 2) Wave Lighting requires all carriers to do a full carton count on all shipments leaving our facility. Driver must sign for carton and skid count, not skid only.

### Customer / Consignee Responsibility:

- 1) Upon receiving shipment, visually inspect all cartons for damage and verify skid and carton quantities.
- 2) If there are missing cartons, the customer must mark the bill of lading / delivery receipt with the number of cartons short in the shipment. ie. MISSING/SHORT XX CARTONS
- 3) If there are damaged cartons, it must be noted on the bill of lading/ delivery receipt. ie. DAMAGE TO XX/CARTONS.
- 4) Customer must notify Wave Lighting of shortages/damages within 48 hours of receipt of product (the earlier the better).
- 5) Customer must forward to Wave Lighting a copy of the packing slip with the affected items noted and the delivery receipt noting damages or shortages along with images of damaged product.
- 6) UPS small package shipment – note shortages/damages when signing for packages and submit images of damaged product.
- 7) If ENTIRE shipment is damaged, customer has the right to refuse shipment. Please notify Wave Lighting immediately.

\*\*\*\*Please ensure your receiving departments and your customers are aware of their responsibilities regarding these procedures.\*\*\*\*

\*\*\*\*When receiving damaged product, this will greatly expedite the claims process.\*\*\*\*

### Concealed Damage:

- 1) Concealed damages must be reported to Wave Lighting within five business days of receipt of product to be eligible for credit.
- 2) Hold the product in the original carton for the carrier to inspect if applicable. Please send images of the damaged product.

### Collect and Third Party Shipments Needing Claims Filed:

The customer is responsible to file a claim with the carrier for reimbursement of damaged or lost goods.

- 1) The customer will file a claim with the carrier. Please notify Wave Lighting of claim in the event that we may not be contacted by the carrier regarding damage or loss.
- 2) Please advise Wave Lighting if a replacement item is needed. Replacement orders will be shipped at full cost.
- 3) The customer is responsible to pay the invoice in full.

**Prepaid & Add Shipments Needing Claims Filed:** Wave Lighting is responsible to file a claim with the carrier for reimbursement of damaged or lost goods. However, the customer must follow the requirements of the above "Customer/ consignee responsibility". If the customer does not inspect the shipment and mark the bill of lading/ delivery receipt as damaged or short, we have no recourse with the carrier.

- 1) Customer notifies Wave Lighting of the problem and submits required documents and images within 48 hours.
- 2) Please advise Wave Lighting if a replacement item is needed. Replacement orders will be shipped at full cost for product and freight.
- 3) The customer will be responsible for payment of the invoice in full. Credit will be issued once the claim is resolved.

### RETURNED GOODS

All requests for returns must be submitted to customer service for approval. No merchandise will be accepted for return without Wave Lighting's written authorization. Products may not be returned if they are made to order, non-stock, special, custom, semi-custom, modified, obsolete or discontinued. Additionally, products held for more than 6 months, or if they have been installed, damaged, altered, or modified in the field may not be returned. Custom orders may not be cancelled unless Wave Lighting is reimbursed by customer for work already performed and/or for special material purchased. All merchandise returned for credit due to customer error or job cancellation will be subjected to a minimum 30% restocking charge along with all freight charges associated with cancellation. Please note that restocking fee may exceed 30%. Proper credit will be allowed only on those items that, in Wave Lighting's judgment, are returned in resalable condition. Merchandise over six (6) months old will not be considered for return. Special order items will not be considered for return. Merchandise to be returned due to factory error must also have Wave Lighting's written authorization. Replacement orders will ship at full cost. Customer's account will be credited once the RGA has been received and the inspection process completed.