



## STANDARD TERMS AND CONDITIONS OF SALE

- ACCEPTANCE OF ORDER:** Buyer's order is accepted for review by means of a valid written purchase order, received, and reviewed by Jademar Lighting Corp. are subject to these terms and conditions. Orders are not valid or binding until an ORDER ACKNOWLEDGMENT is issued by Jademar to Buyer. After said notice by Jademar, no additions, deletions or amendments to these terms and conditions will be binding without written approval from Jademar.
- SHIPMENTS:** Ship dates are estimates only and are not binding. The shipment date on the face hereof, or any delivery date stated in any related purchase order or supply agreement, is only Seller's estimate of the shipment/delivery date. While Seller shall use commercially reasonable efforts to meet such date, Seller shall not be liable for damages of any kind (including any direct, incidental, consequential or punitive damages) for the failure to meet such date or for any delay in shipment or delivery. **PLEASE ENSURE TO INSPECT THE OUTER PACKAGING OF YOUR SHIPMENT UPON DELIVERY AND MAKE NOTE OF ANY DAMAGES ON THE BILL OF LADING PROVIDED BY THE DRIVER. IF ANY DAMAGES ARE NOTICED PLEASE TAKE PICTURES. FAILURE TO NOTIFY JADEMAR OF DAMAGES WITHIN 5 DAYS FROM RECEIPT OF GOODS MAY NULLIFY CARGO INSURANCE COVERAGE.**
- PRICE AND TERMS:** Jademar holds the right to change prices and our customers shall receive notice. Jademar's newest price list shall prevail all previous versions. Subject to credit approval by Jademar, payment is Net 30 days from the date of invoice. Interest charges will apply on past due accounts. Buyer agrees to pay any attorney's fees or other cost incurred in collecting delinquent accounts. Credit balances must be applied within 12 months, or they will be cancelled without liability. All payments must be in U.S. Dollars.
- FREIGHT ALLOWANCE:** Freight allowances varies by region. Click here for the complete breakdown ([Link to Download](#)).
- WARRANTY:** Please refer to our warranty policy on our website. ([Link to Download](#))
- GENERAL PROVISIONS:** All transactions with Jademar Lighting, LLC shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law.
- CANCELLATION POLICY:** To cancel a standard product, 24hrs notice required before shipment. Made to order (MTO), custom, modified, or special-order products are non-cancellable.
- CHANGE ORDERS:** 24hrs notice before shipment required for in stock, standard products. No change orders accepted for Made to order (MTO), custom, modified or special ordered products.
- MINIMUM ORDER DOLLAR AMOUNT:** None
- RETURN POLICY:** Jademar does not allow the return of custom, made to order products. However, Jademar may, at its sole option, agree to allow Buyer to return products for credit subject to a minimum 25% restocking fee, which Buyer agrees to pay within 60 days of invoice date. Buyer agrees that any authorized return must be shipped with a valid RMA number issued by Jademar, marked on EACH carton returned ([download the RMA form here](#)). All authorized returns are subject to inspection before acceptance by Jademar, and issuance of credit less restocking fee charges. Credit returns will be credited to accounts for products that are in re-sellable and good condition.
  - Notify the appropriate Jademar customer service representative within (60) days of invoice date for instructions for the disposition of the part(s) in questions.
  - If the part(s) are approved to be returned to Jademar, a Return Material Authorization (RMA) number will be issued. This number must be clearly marked on all product boxes returned. Returned items must be in the original shipping containers. Buyer is responsible for full amount of transportation fees on all returning products. Defective or damaged part(s) must be returned in their original, dated, Jademar shipping cartons to assist in quality traceability requirements. The RMA number must be clearly indicated on the exterior of all return cartons. **Please Note:** Unauthorized returns will not be accepted and will be returned to sender at their expense.
  - Upon inspection of returned part(s), Jademar will notify Buyer of Jademar's findings and the warranty, if any, per the Jademar Warranty document. Credit consideration and warranty coverage are contingent upon the final inspection and are not guaranteed at the time a return authorization is issued.