



PAL ARCHITECTURAL LIGHTING - GENERAL TERMS AND CONDITIONS

PAYMENT TERMS

For customers with approved credit, payment terms will be as follows: 1/10, Net 30. If the discount is not taken, all invoices are due net 30.

All outstanding balances over 30 days will be assessed as a 1% per month service charge thereafter.

MINIMUM ORDERS

There is a \$500.00 minimum on all orders except for replacement parts which is \$50.00.

QUOTATIONS

All factory quotations are subject to final written confirmation by PAL. Unless otherwise specified, all quoted prices are valid for 90 days from the date of quotation.

ORDER ACCEPTANCE AND ACKNOWLEDGMENT

All orders are subject to the acceptance and approval of PAL. Approved submittal drawings will be required on all orders unless waived by the customer in writing. If submittal drawings are waived, products will be fabricated according to PAL's interpretation of the order.

An order acknowledgment is issued after the acceptance of orders by PAL. If there are any errors in the acknowledgment, PAL must be notified in writing within 5 business days of the date of the acknowledgment. If not, PAL's acknowledgment will be binding.

The scheduled shipment date indicated on the order acknowledgment is the best estimation of the shipment date. PAL shall not be responsible for any damages resulting from delayed shipments.

CANCELLATIONS

A cancellation fee will be charged to and paid by the customer and is based on costs incurred by PAL prior to PAL's receipt of a written cancellation notice. Charges will be determined as follows:

Cancellation Charge	Job Status
0%	Job has been released but is not yet engineered.
25%	Job has been released and completely engineered.
50%	Job has been released and completely engineered, parts have been ordered, and many of the parts have been received.
75%	Most parts have been received and fabrication has started.
100%	Fabrication is mostly complete and some or all of the housings have been painted.

FREIGHT TERMS

All shipments are F.O.B., PAL factory, Houston, Texas, unless otherwise agreed upon by the Houston office.

Continental United States: Freight is allowed on shipments of \$7,500 or more to any one destination within the continental United States. If partial shipments of an order (as opposed to single shipments) are requested by the customer in writing, freight charges will be billed when the value of the partial shipment is less than \$7,500.

Canada: Freight is allowed on shipments of \$10,000 or more to any one destination within Canada. Importing broker must be designated and provided by buyer at time of order entry. All fees, except border crossing charges, are to be paid by the buyer. If partial shipments of an order (as opposed to single shipments) are requested by the customer in writing, freight charges will be billed when the value of the partial shipment is less than \$10,000.

Routing and means of transportation will be PAL's selection unless otherwise selected and requested by the customer in writing, in which case the customer assumes all added charges. Claims for losses and/or damage in transportation must be filed by the customer with the carrier and reported to PAL within 7 days of such loss or damage, so that PAL can render every aid and assistance in the presentation and enforcement of such claims.

RETURNS

All material provided by PAL is custom-built for each order. PAL does not stock any completed fixtures and therefore cannot allow material returns due to (among other things) customer mistakes or jobsite changes. Material returned for other reasons will not be accepted without written authorization from PAL. Requests for returns must be made in writing within 30 days of the date of shipment. All material returned must be accompanied by an RGA number issued by PAL.

LIMITED WARRANTY

PAL guarantees material and workmanship (except as limited below) for a period of ten (10) years from the date of shipment. Should defects occur after installation, and within the warranty period, they should be reported to the local PAL Representative. Any merchandise found to be defective prior to installation (other than freight damage) will be repaired or replaced at the option of PAL. Compensation will be established only after submittal to and approval by PAL of a quotation for a repair. No labor cost will be accepted by PAL without prior written authorization.

Emergency battery packs, control modules, sensors, generator transfer devices, and any accessories not provided by PAL are subject to the warranty of their respective manufacturers.

No other warranty is expressed or implied. All warranties of merchantability and fitness for a particular purpose which exceed PAL's forestated obligation are hereby disclaimed.

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LIABILITY

PAL will not be held liable for any damage, loss, cost of repair, incidental or consequential damages of any kind, whether based on contract, warranty or negligence in connection with the use or repair of any PAL product. PAL's maximum liability shall not in any case exceed the contract price for the product claimed to be defective or unsuitable.

PAL products are designed and engineered in accordance with the requirements of Underwriters Laboratories and the National Electrical Code. Some items may not conform to local codes. PAL will not accept any responsibility for claims, exchanges, or other liabilities resulting from the purchase and/or installation of fixtures that may not meet local codes. All electrical fixtures must be installed by a qualified electrical contractor in accordance with code requirements.

ERRORS AND OMISSIONS

PAL catalog and price list are for the convenience of the user. Every effort is made to avoid error. PAL does not assume any responsibility for any errors or omissions.

MISCELLANEOUS

Prices and terms are subject to change without notice.