Commercial Lighting Division

Terms and Conditions

Effective Jan 1, 2011

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**TERMS**

- Net 30 days from ship-date to approved accounts. Receipt of original signed credit application and tax exempt form is required.
- Mastercard and Visa accepted.
- New orders may not be shipped to accounts with past-due open balances.
- No deductions from invoices will be allowed without written ASL authorization.
- A finance charge of 1.5% per month will be charged to invoices past due.

**ORDER ENTRY**

- All orders received by ASL will be processed by the credit department and entered for production when approved. “Hold for Release” orders will not be processed for production until a release is authorized in writing by customer.

**ORDER CANCELLATION**

All purchase orders are considered to be a binding contract. Any orders that are cancelled 24 hours after receipt of PO will be subject to a cancellation fee deemed appropriate by ASL.

**PRICING**

All published prices are subject to change without notice. All quotations are firm for the amount of time shown on the quotation and are subject to change thereafter. Fixture cost is based on quantity ordered per catalog # per production run.

**MINIMUM ORDER**

No minimum order is required for standard cataloged model numbers with special options.

**FREIGHT**

All shipments FOB ASL factory. Transportation will be pre-paid and added to invoice. Full freight will be paid by ASL on orders that are:

- Over $3,000.00 shipping in one release to one address in: AL, CT, DE, FL, GA, KY, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, W.VA, VT
- Over $4,000.00 shipping in one release to one address in: IA, ID, IL, IN, MI, MN, MO, MT, ND, OH, SD, UT, WI, WY
- Over $5,000.00 shipping in one release to one address in: AR, AZ, CA, CO, KS, LA, NM, NV, OK, OR, UT, TX, WA

This freight allowance is conditional on payment being received within 45 days of ship date. ASL shipping department will use its best judgement in selecting the most efficient carrier and method of shipment on all orders. Special shipping requirements must be noted on purchase order. In such cases any additional costs will be at customer’s expense. Customer account # required for special freight arrangements. (i.e. UPS RED/UPS BLUE; FEDEX, etc.)

**DELIVERY**

ASL will make every attempt to ship all orders in a timely fashion. When a specific ship date is requested and promised, it is the intention of ASL to meet that date. ASL accepts no responsibility for any liquidated damages as a result of delayed delivery.

**CLAIMS**

All product is shipped from the ASL factory in perfect condition and is packed with great care.

- Title of merchandise is transferred to purchaser upon delivery to common carrier and ASL’s responsibility for quantity and condition of merchandise terminates upon acceptance by carrier.
- It is the responsibility of the customer to immediately inspect all shipments upon delivery. Any claims for damage must be noted on bill of lading or UPS receipt and filed promptly with carrier. Please do not refuse shipments as this may cause delays and extra freight costs.
- Any damaged shipment must be held in original shipping cartons with all packing material intact for the carrier to inspect.
- ASL will employ its best efforts to assist customer with claims.

**RETURN POLICY**

The acceptance of returns and the issuance of a Return Goods Authorization (RGA) is entirely at the discretion of ASL. No merchandise will be accepted by ASL for return without written authorization. An RGA number will be issued in writing by ASL upon ASL’s agreement to accept return.

- Custom orders or products ordered with special options may not be returned and PO’s for such orders are non cancellable.
- Returned merchandise must be packaged properly and shipped prepaid to ASL with RGA number clearly written on outside of carton or shipment will be refused by ASL shipping department.
- Upon receipt and inspection of returned goods a credit will be issued if goods are in new and unused condition. No deductions from invoice will be allowed unless credit memo has been issued.
- Authorized returns are subject to a restocking charge in addition to outbound and inbound freight charges.