

[http://www.alplighting.com/terms\\_privacy.php](http://www.alplighting.com/terms_privacy.php)

# Terms and privacy

ALP Lighting & Ceiling Products, Inc. and its Subsidiaries and Affiliates (collectively, "A.L.P.")

## **GENERAL**

The sale of A.L.P. products and services is subject to the following terms and conditions, and to any additional terms and conditions (not in conflict with the following terms and conditions) to which an executive officer of A.L.P. expressly agrees in writing. A.L.P. specifically objects to, and rejects, any contrary terms and conditions contained in any purchase order for A.L.P. products and services.

No acknowledgment of a purchase order waives the following terms and conditions, unless signed by an executive officer of A.L.P. The provisions of this section and the following terms and conditions shall constitute a part of any contract for the sale of A.L.P. products and services.

## **DELIVERY AND RISK OF LOSS**

All domestic deliveries are F.O.B. plant of manufacture or designated warehouse unless otherwise arranged. All international deliveries are ex-works plant of manufacture or designated warehouse unless otherwise arranged. All risk of damage to, or loss or destruction of, products passes to customer upon such delivery. Delivery of products may be in a single delivery or installments.

## **PRICING AND TERMS**

All prices are in U.S. Dollars, unless otherwise stated, and are F.O.B., domestic deliveries, or ex-works, international deliveries, place of shipment, no freight allowed. Terms are cash-in-advance unless written credit terms are established between A.L.P. and customer. All prices and terms are subject to change without notice unless specified otherwise.

Quantity pricing of A.L.P. products is based on the quantity of goods released for shipment within a 30 day period of time.

Orders for A.L.P. products received and acknowledged will be entitled to pricing per A.L.P.'s published Proprietary Products Price List in effect on the date the order is received. A.L.P. reserves the right to change pricing on acknowledged orders with 30 days notice.

A.L.P. will exercise reasonable efforts to provide customers with notice of revisions to its published Products Price List; however, assumes no obligation to do so. Prices quoted on custom products are open for 30 days from the quotation date and are based on estimated quantities, run rate, part weight, machine and material requirements, and other factors, and are subject to adjustment in A.L.P.'s sole discretion.

All claims on collect shipments for damages and or shortages in transit must be filed by the customer with the carrier. Although title to all material passes to customer at shipping point, A.L.P. will submit claims on prepaid shipments provided the shipment is signed for damaged or in the case of concealed damage, A.L.P. is notified within 10 days of receipt of shipment. If

material is damaged by UPS, RPS, or Fed-Ex, customer must refuse or notify A.L.P. immediately.

### **INSPECTIONS**

Customer shall have no right to inspect A.L.P. Lighting Components, Inc.'s proprietary products prior to shipment, and any inspection of A.L.P. Lighting Components, Inc. proprietary products by a customer shall be made within 10 days after their arrival at receiving point. Failure to make inspection and provide A.L.P. Lighting Components, Inc. with written notice specifying any claimed basis for rejection within that time will constitute acceptance of the products and, if the customer has established credit terms, a final waiver of the right to make any inspection prior to payment for the goods.

Customer shall have the right, at their sole expense, to inspect all shipments of A.L.P. Lighting Components, Inc. custom products at A.L.P. Lighting Components, Inc.'s facility at which such products are produced prior to shipping to the customer. The customer will also have the right to inspect the goods within 10 days after their arrival at receiving point. Failure to make inspection, and provide A.L.P. Lighting Components, Inc. written notice specifying any claimed basis for rejection within that time, will constitute acceptance of the products; and if the customer has established credit terms, a final waiver of the right to make any inspection prior to payment for the goods.

If the customer exercises its right to inspect A.L.P. Lighting Components, Inc. custom products at A.L.P. Lighting Components, Inc.'s facility, A.L.P. Lighting Components, Inc. will provide reasonable facilities and assistance for the safety and convenience of the inspectors; such inspection will be deemed as preliminary only and all goods so inspected will be subject to the customer's right to final inspection at receiving point as specified above.

### **NO WARRANTY**

A.L.P. MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE FREEDOM OF CUSTOM PRODUCTS FROM CLAIMS OF INFRINGEMENT BY A THIRD PARTY ARISING FROM TRADEMARK, PATENT, OR OTHER PROPERTY RIGHTS IN SUCH PRODUCTS; and customer agrees to defend, and hold A.L.P. harmless from, any liabilities respecting any such claims.

A.L.P. warrants, for ninety (90) days from the date of delivery, all A.L.P. products against material defects in workmanship and material. Defects that fall within customary trade tolerances are not grounds for rejection of the A.L.P. products or a breach of warranty.

### **WARRANTY DISCLAIMER**

THE WARRANTIES IN THESE TERMS AND CONDITIONS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

A.L.P. SHALL NOT BE LIABLE FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE MATERIAL OR FROM ANY OTHER CAUSES. A.L.P.'S LIABILITY IS EXPRESSLY LIMITED TO THE REPLACEMENT OR CREDIT FOR THE VALUE OF THE DEFECTIVE MATERIAL.

## **RETURNS/REMEDIES**

No merchandise may be returned unless prior written permission (RMA) is received from A.L.P.. Returned material must be returned freight prepaid within ninety (90) days of delivery and will be subject to a 40% restocking charge. Cut panels and special order items are not returnable.

A.L.P. products which are nonconforming, or which are shipped in error by A.L.P. may be returned within ninety (90) days of delivery for full credit or replacement, at ALP's option, normal freight allowed. A.L.P. shall have no liability for products damaged in shipment.

THIS SECTION STATES THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.

## **LIMITATION OF LIABILITY**

THE MAXIMUM LIABILITY, IF ANY, OF A.L.P. FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM A.L.P.'S BREACH OF THESE TERMS AND CONDITIONS, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WITH RESPECT TO A.L.P. PRODUCTS, OR ANY SERVICES IN CONNECTION WITH A.L.P. PRODUCTS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE A.L.P. PRODUCTS THAT WERE DEFECTIVE OR GAVE RISE TO SUCH DAMAGES.

IN NO EVENT SHALL A.L.P. BE LIABLE TO A CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS, LOSS OF BUSINESS, DOWNTIME, PROPERTY DAMAGE, LOSS OF GOODWILL OR ANY ECONOMIC DAMAGES OR LOSS OF ANY KIND, WITHER FORESEEABLE OR NOT AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **PUBLICITY**

Customer shall not make or authorize any news release, advertisement or other disclosure which directly or indirectly identifies A.L.P. as the source of products without the prior written consent of A.L.P., except as may be required to comply with these terms and conditions.

## **FORCE MAJEUR**

A.L.P. shall not be liable for any delay or inability to provide customer with A.L.P. products due to fire, an Act of God, governmental order or regulation, or other unforeseeable causes beyond its reasonable control and without its fault or gross negligence.

## **GOVERNING LAW / VENUE**

The sales of A.L.P. products and services are governed by the laws of the Illinois, without regard to its conflict of laws principles.

## **AMENDMENT**

These terms may only be amended in a writing signed by customer and an executive officer of A.L.P.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

**Web Site Disclamier**

Through this website you are able to link to other websites which are not under the control of A.L.P. Lighting Components Inc. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Every effort is made to keep the website up and running smoothly. However, ALP takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.