

## Terms and Conditions

Intelligent Lighting Controls (which will be referred to as ILC in this document) shall comply with the terms and provisions of the customer's purchase order, unless ILC's terms and conditions differ from the customer's, then ILC's will apply. Any variation to the ILC standard terms and conditions that we accept will be set forth on the face of the acknowledgement and invoice.

### Condition of Sale

Minimum order of \$75.00 at net billing price, excluding freight charges. Cancellations of orders after factory engineering or order acknowledgement are subject to an engineering fee of up to 50% of the entire purchase order amount. Any custom material orders cancelled after order acknowledgement may be subject to a cancellation fee.

When orders are not shipped because of specific instructions dictated by the customer, the price of the equipment, as stated on the Company's order acknowledgement, is valid from the date of the ILC order acknowledgement. ILC reserves the right to re-price any order 90 days after the date of order acknowledgement if a shipping date is not provided and agreed upon by ILC.

### Delivery

Estimated shipping dates are approximate and are based upon information supplied by vendors. ILC shall not be liable for delays in delivery or failure to manufacture or deliver (1) due to acts of God, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation, or (2) due to causes beyond its reasonable control, or (3) inability due to causes beyond its reasonable control to obtain necessary material, labor, components or manufacturing facilities.

### Terms

Net 30 days. Any changes from our terms must be the decision of an officer of ILC, conveyed in writing to or in conjunction with our acceptance of the order.

Prices are subject to increase by the amount of any present or future taxes or increase in taxes upon the manufacture, sale, use or transportation the herein products imposed by the Federal, State, Municipal or other public authorities which the seller may be required to pay.

### Shipments

All shipments are F.O.B., ILC. ILC's responsibility ceases upon delivery to the carrier. Freight claims for damaged or lost shipments are to be filed to ILC within ten (10) days of receipt. ILC reserves the right to route all shipments. Shipments will be made by alternate route or carrier if expressly requested by the customer. Charges for such shipments will be billed to the customer.

### Freight Charges

Freight charges are prepaid and allowed on orders with a total net invoice value of \$1,000.00 or more, to be shipped to any continental United States destination. For Alaska, Hawaii and Puerto Rico, freight allowance will be made to the nearest port of embarkation in the continental U.S. All other orders will be shipped prepaid and charged.

ILC will replace or repair, at its option, any material found to be defective from workmanship within the warranty period lasting five (5) years unless otherwise noted in quotation/submittal documentation. Warranty periods, for Apprentice, begin at the date of shipment. Warranty periods, for LightLEEDer systems begin at the date of Startup. Extended warranty periods can be purchased at additional cost. This warranty is exclusive to parts manufactured by ILC. Any product that is supplied as resale will be subject to that manufacturer's standard warranty. ILC is not responsible for damage due to improper installation, physical damage, poor operating practice, or other matters outside of ILC's control such as lightning, flood, tornado, earthquake or hurricane.

Charges will be invoiced to the distributor if ILC is called upon to make a system functional because of incorrect field assembly of products. ILC shall not be liable for consequential damage in case of any failure to meet the conditions of any warranty of Shipping Schedule, nor will claims of labor, loss of profits, repairs or other expenses incidental to replacement be allowed.

No representative, person, agent or dealer is authorized to give any warranties on behalf of ILC, or to assume for ILC any other ruling in connection with any of its products unless made in writing and signed by an officer of ILC.

The above warranty applies only to products purchased directly from ILC and for which payment has been received in full accordance with the terms and conditions stated herein.

### Return Material Authorization

All unauthorized materials sent to ILC will be refused and returned to the shipper at the shipper's expense. Before returning defective material to the factory for inspection, that material must be issued an RMA number. That number must be displayed on all associated documentation and packaging.

Return of materials must be requested in writing. After ILC issues a Return Materials Authorization (RMA) number, the materials must be returned to ILC within 30 days. A restocking fee may apply. Credit will be issued upon receipt of material at factory.

### Documentation

Approval drawings will be provided in electronic format for prewired and programmable systems unless paper copies are requested. These drawings must be approved and returned to ILC before a job can be released. ILC also offers a submittal waiver option for release. ILC Panels are provided with a Quick Reference Guide that covers standard programming options. An electronic Installation & Programming Manual "User Guide" will be provided and may also be available. Custom submittal documents are not supplied with standard Apprentice orders but may be purchased for an additional fee. Electronic copies can be found along with other cut sheet & product detail sheets on the ILC website. Visit [www.ilc-usa.com](http://www.ilc-usa.com) or call ILC at 1-800-922-8004 for assistance.



Simplifying Lighting Controls from Installation to Use

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