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## **MPLIGHTING'S BUSINESS PRACTICES**

MP Lighting, referred to as The Company below, is the trading name of MP Design Inc

### **TERMS:**

Net 30 days with prior approved credit otherwise a 50% deposit with order and the balance in full prior to shipping. A service charge of 2% per month, compounded monthly, will be added to all past due amounts, except where prohibited by law. The Company also reserves the right to recover all expenses, including court costs, attorney fees, legal and administrative expenses paid or incurred by The Company in endeavoring to collect past due amounts owing to the company.

### **FREIGHT TERMS:**

All prices are F.O.B. at MP Lighting's warehouse. A shipping charge will be added to all shipments unless consigned on the customer's own account. Backorders will be shipped prepaid via a carrier selected by the company. Title to all merchandise will pass to the customer upon consignment to carrier. Consignee must make all claims for loss or damage in transit to carrier. Shipments must be inspected on receipt. Any discrepancies must be advised to The Company in writing within 3 days of receipt. Late claims will not be accepted.

### **PRICING:**

Prices are subject to change without notice. Merchandise supplied against a properly accepted quotation from The Company will be shipped at the quoted price. All other merchandise will be charged at the price ruling on the date of dispatch. In the event of a discrepancy between the prices on a customer's purchase order and the invoiced price, The Company's price ruling at the date of dispatch will be deemed to be correct. Claims arising from The Company's invoices must be advised in writing within 10 days following receipt, otherwise the invoice will be deemed to be correct. Late claims will not be accepted.

### **WARRANTY:**

MP Lighting systems are approved to CSA & UL standards when used as a complete system. Substituting another manufacturer's product will void all approvals and will remove The Company from any liability. All products manufactured by The Company are warranted to be free from defects in materials and workmanship under normal use for a period of one year from the date of purchase. Upon confirmation of a defect or failure The Company will, at its sole discretion, repair or replace the item. This warranty covers only the product itself. The Company will assume no liability for labor, installation, or other costs or losses.

### **RETURN POLICY:**

All returns will be subject to a minimum 25% restocking charge except on products considered by The Company, at its sole discretion, to be defective in workmanship or materials. Custom made products cannot be returned. No credit will be issued on product returned as defective due to improper installation or misuse. Products must be returned prepaid in saleable condition with proper packaging. No returns will be accepted without a RGA (Returned Goods Authorization) number that should be clearly marked on the outside of the packaging. RGA numbers can be obtained by fax request to 604-709-8425 Attn: Warehouse Manager, or by email to [bruce.lee@mplighting.com](mailto:bruce.lee@mplighting.com).

### **CANCELLATION POLICY:**

Cancellation of orders must be made by fax or email without delay to avoid restocking fee but may be subject to service and other fees. All completed orders cancelled by the customer will be subject to a minimum 25% restocking charge.