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314-773-5741 www.McFaddenLighting.com

**WARRANTY-** McFadden Lighting warrants its products, which have been properly installed, against defects in materials and workmanship for a period of one (1) year from date of purchase. Material determined to be defective will be repaired or replaced at no charge, provided the material in question is returned to the factory and is found, upon inspection, to be defective. This warranty does not cover labor cost and is void on any product that has been improperly installed, over lamped, abused or altered in any manner.

**AUXILIARY EQUIPMENT-** Ballasts or transformers furnished as components with our products carry the warranty or warranties of the manufacturer of the equipment. Defective ballasts or transformers under warranty are to be delivered by the user to the manufacturer's designated service distributor for replacement in accordance with their standard terms.

**DAMAGES IN TRANSIT-** Our responsibility ceases upon delivery of the shipment to the carrier. Please inspect the shipment at once and if damage or loss is discovered, file a claim with the carrier for adjustment. We will co-operate in furnishing original bills of lading, etc. to assist in the filing of the claim.

**DELIVERY-** Acknowledged shipping dates are our best approximation of the probable shipping date and shall not be deemed to represent a fixed or guaranteed date. However, due to the special nature of our products, production delays may occur. We will not be responsible for any job site charges or penalties due to late shipment.

**DISCONTINUED FIXTURES-** All fixtures previously cataloged but not listed in current price sheet are discontinued. Tooling and/ parts for some fixtures may still be available and our factory will quote when economically justified. Discontinued fixtures, if ordered, may not be cancelled or returned.

**FREIGHT-** We will allow freight on McFadden Lighting orders valued at \$5,000.00 or more. The order must ship to an address within the continental USA. For orders less than \$5,000.00. As a convenience to our customer we will prepay and charge the freight to the invoice.

**ORDERS-** Orders taken are subject to the approval of the company at its Home Office, and are not binding until accepted by the company. No order will be entered for production without complete information as to metal finish, acrylic type, lamping, and when applicable, overall length. If no lamping or overall length is specified, order will be manufactured with standard incandescent lamping and overall length as shown in the catalog and/or submittal drawings.

**CHANGE ORDERS-** After an order has been entered for production, and any changes in quantity, finish, circuitry or overall length may result in additional charges.

**HOLD FOR RELEASE ORDERS-** All orders placed on "Hold For Release" that are not released with a shipment date within 90 days of the date of the quotation shall be subject to a price increase.

**OTHER CLAIMS-** All claims, other than valid warranty claims, including claims for shortages and errors, must be made in writing within ten (10) days after delivery. Failure to make such claim shall constitute acceptance of merchandise and waiver of any shortages, errors or other claims.

**PACKING-** All fixtures are assembled and wired to the point where reasonable packing and shipping is practical.

**PRICES-** All orders are subject to price and terms of sales in effect on the date of release order. Price does not include any federal, state or local taxes.

**QUOTATIONS-** All quotations are valid for 60 days from date of quotations.

**RETURNS AND CANCELLATIONS-** ALL SALES ARE FINAL and normally, returns are not accepted. Under special circumstances a return may be authorized in writing. If a return is authorized, fixtures must be shipped to us prepaid. If upon inspection fixtures are found to in original factory condition, a credit will be issued less a minimum of 35 % restocking charge. Additional charges may also be deducted for necessary work to restore fixture to original condition. ***NO SPECIAL FIXTURES, CUSTOM FIXTURES OR FIXTURES WITH SPECIAL CONSTRUCTION OR SPECIAL FINISHES CAN BE RETURNED FOR CREDIT OR CANCELLED.***

**SPECIFICATIONS-** Catalog and price sheets have been prepared for the convenience of our customer and every effort has been made to make them accurate and complete for each printing. We reserve the right to change specifications without liability with respect to previous sales.

**TERMS OF PAYMENT-** Open accounts with credit approval, net 30 days. A late charge of 1 ½ % per month will be added to outstanding balances after 30 days from invoice date.

**NO MINIMUM BILLING**

**ALL FIXTURES CARRY E.T.L. US,-CAND I.B.E.W. UNION LABELS.**