



# **EVERGREEN LIGHTING**

**Terms & Condition of Sale 2019**

**Order Acceptance:**

**Orders are subject to approval and acceptance at Evergreen Lighting Headquarters.**

**Prices:**

**Prices are subject to change without notice.**

**Terms:**

**Net 30 days. 1 ½% per month will be assessed on past due invoices.**

**Freight:**

**Normal transportation cost will be prepaid and added to customer's invoice.**

**Claims:**

**Claims for shortages, breakage or damage must be directed to the carrier within (5) days after receipt of shipment, as our responsibility for quantity and condition of shipment ends with the acceptance by the carrier.**

**Returns:**

**No merchandise may be returned without prior written authorization. This authorization will be issued at EVERGREEN LIGHTINGS discretion and must be requested by the customer within 60 days of the original shipment date.**

**Cancellations:**

**Cancellations of orders will be accepted only if made in writing and received prior to production of order. Verbal order cancellation will not be accepted. Orders in production will be subject to re-stocking fee.**

**Specifications:**

**Subject to change without notice.**

**Freight Allowance:**

**F.O.B. our plant with full freight allowed on orders having a customer price total value as indicated on EVERGREEN LIGHTINGS freight allowance per state location sheet for release of one shipment to one destination within the continental United States. On orders carrying the freight allowance, we reserve the right to route at our discretion. THERE IS NO FREIGHT ALLOWED ON CUSTOM FIXTURES OR POST/COLUMN FIXTURES OR BOLLARDS.**

**Minimum Order:**

**Minimum net invoice amount is \$100.00 initial orders only. Minimum shall apply to custom orders only. A setup fee may be charged.**

**Limited Warranty Policy:**

**All light fixtures and products manufactured by EVERGREEN LIGHTING are warranted to be free from defects in workmanship and materials for a period of one full year from the date of invoice unless otherwise stated in this catalog. Our warranty covers only replacement for repair at our factory of defective part(s) to the original purchaser. EVERGREEN LIGHTING reserves the right to issue credit, repair or replace defective merchandise at our option upon receipt of written notification by purchaser of the alleged defect within the warranty period. EVERGREEN LIGHTING further reserves the right to waive the above warranty for any product(s) altered or improperly installed in applications for which not intended. All legal claims involving EVERGREEN LIGHTING are to be handled in the County of Los Angeles in the State of California.**

**Installation Disclaimer:**

**EVERGREEN LIGHTING assumes no responsibility for installation of their products. Installations should be made by qualified personnel. Installation and use of these products should meet all regulatory codes and requirements.**

**This sheet Supersedes Any Previous Terms  
Terms and Conditions of Sale Subject to Change Without Notice**

**1379 Ridgeway Street, Pomona, CA 91768  
Tel: 909.865.5599 - Fax 909.865.5539  
[www.evergreenlighting.com](http://www.evergreenlighting.com)**