BARRON TRACE LITE commercial & industrial lighting

Terms and Conditions

TERMS
All Barron Lighting Group products and divisions' products – NET 30 Days, unless otherwise quoted in writing from Barron Lighting Group. A late fee of 2% and Interest of 2% per month plus any Attorney's fees and costs will be assessed on all past due accounts. Any applicable payment discounts shall not apply to other charges such as shipping, taxes or insurance.

FREIGHT ALLOWANCE
Barron Lighting Group products may be combined on an order to qualify for freight allowance. For shipments outside the contiguous United States, contact factory for applicable terms & conditions. All shipments are F.O.B. our plants, vendors, Distribution Centers or Field Warehouses: All orders for Barron Lighting Group products having a distributor price of $2,500 or more for one consignee for one shipment qualify for freight allowance. All Barron Lighting Group orders having a distributor price less than $2,500 will be assessed freight and handling charges. Anchor bolts are included with Barron Lighting Group poles. Pre-shipped anchor bolts having a distributor price of less than $2,500 will be assessed freight and handling charges. Freight allowed on all pole orders meeting or exceeding (5) 15-foot poles, (5) 20-foot poles, (4) 25-foot poles or (3) 30-foot poles. Strips, vaportights, and other fixtures with extended lengths (greater than 5 feet) will not meet freight allowance until a minimum of 10 units are shipped due to oversized shipment fees, **and other freight terms have been achieved.**

LEAD TIMES
The shipment date is an approximation for the date of shipment. Please consult with our Customer Service Department for delivery information if specific timing is critical. Barron Lighting Group cannot be held responsible for delayed delivery and will not accept any back charge or penalty (including expedited freight) without prior managerial written approval.

ALL SHIPMENTS
For all orders that qualify for freight allowance, we reserve the right to select the carrier and to route shipments at our discretion. We will ship in the manner selected by the customer provided the customer assumes any additional transportation costs.

PARTIAL RELEASES
If an order has multiple releases specified by the Buyer, each release will be treated as individual orders, relative to freight allowance and minimum billing.

TRANSPORTATION CLAIMS
Our products are tested for mechanical defects prior to shipping. Our packaging is regularly inspected for both apparent and concealed damages sustained by improper handling. Title passes to purchaser upon delivery by us to the carrier, and all claims for damages or shortages in transit shall be made by purchaser with delivering carrier. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from the consignee to Barron Lighting Group. Barron Lighting Group will not honor credit for short shipment or damages that are not reported within five (5) business days of receipt of shipment.

PACKAGING
The company reserves the right to optimize packaging at our discretion. Some products may only be available in bulk package multiples or case quantities.

PRICES
Prices are subject to change without notice. In the event of a price increase, all accepted orders on hand will be filled at lower prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Special quoted orders that cannot be released for shipping prior to the price increase may be subject to an increase in price. Orders marked HOLD or HOLD FOR RELEASE will be billed at the prices in effect on the date that shipment is requested. Minimum billing for all products or parts orders is $100 net.

PRICES (Continued)
Prices do not include lamps unless so specified. Typographical or clerical errors including but not limited to published price sheets, quotations, orders, or acknowledgment are subject to correction.

TAXES
Buyer will pay any and all applicable sales tax or use tax, if any, plus any other applicable federal, state, or local taxes. All prices, quotations, orders and agreements are subject to said taxes and will be added to the invoice unless legal proof of exemption is provided.

RETURN OF GENERAL MERCHANDISE
Merchandise is not returnable without the written approval of Barron Lighting Group. Request for a return must be made in writing within 30 days from the date of shipment. Any material returned without authorization will be returned to the customer, freight collect, and no credit will be issued. Freight shipment to the factory will be prepaid by the customer. All material must be received in a saleable condition and in the original packaging. Products will be inspected upon return to determine whether it will be repaired or replaced as long as it is within the warranty period. Returns will not be issued for discontinued products. All non-stock, special, custom made or outdated and modified versions of normal factory stock items are non-returnable, this includes poles.

RETURN OF STOCK MERCHANDISE
No merchandise may be returned without prior written authorization. Requests to return merchandise must be made with our agents for transmittal to Barron Lighting within six (6) months from date of shipment by us. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum disposition charge of 35% (to defray our cost of handling). All returned product must be in salable condition in order to qualify for credit.

LIMITED WARRANTY - HID, Fluorescent, Induction and Incandescent
Barron Lighting Group warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of two (2) years from the date of shipment. Our liability extends only to the repair or replacement of the defective part, Buyer is responsible for all costs to de-install defective products and re-install replacement or repaired products and Barron Lighting Group will not be liable for labor or other costs related to de-installation or re-installation. Barron Lighting Group shall not be liable for damages that result from deliveries that do not occur within a customer's specified time frame or for any delay or default in delivering products where occasioned by any cause beyond the control of Barron Lighting Group, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes. On fixtures that include lamp(s), Barron Lighting Group is not responsible for defective or damaged lamps, lamps are not replaceable, nor covered by any other warranty than that of the lamp manufacturer. If a shipment is received that contains broken lamps, the receiver must file a claim with the carrier for recourse.

HID AND FLUORESCENT PRODUCT
Ballasts, Capacitors and Igniters are warranted against electrical defects for one (1) year from the date of shipment. Any electrical component that is outside of the warranty period, has been modified or installed incorrectly, or has been used in an improper application will not be covered. Warranty limitations are the same as above.

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FLUORESCENT BALLASTS
Ballasts are warranted against electrical defects for a period of one (1) year from the date of shipment. Orders calling for specified brand name or type ballast will be handled on a quotation basis only. Claims for defective ballasts found to be in warranty should be made directly to the ballast manufacturer through their local ballast service center or their field representative in order to expedite replacement. Barron Lighting Group is not responsible for any costs or expenses, including without limitation any labor charges for replacement of defective ballasts. Any such costs would be the responsibility of and must be authorized by the ballast manufacturer. Copies of each manufacturer's standard ballast replacement program are available upon request.

INDUCTION PRODUCT
Induction lamps and drivers are not manufactured by Barron Lighting Group and will be warranted by the manufacturer for a period of five (5) years. Any induction lamp or driver that is outside of the manufacturer's warranty, has been modified or installed incorrectly, or has been used in an improper application will not be covered. Warranty limitations are the same as above.

LIMITED WARRANTY - LED
Barron Lighting Group Inc, ("Seller") provides this limited warranty to you as the original purchaser of the LED lighting product (the "Product") identified on Seller's invoice. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in workmanship, materials, LED lamps and internal power regulation components against defects that result in at least 10% of the discrete LED sources failing to illuminate for a period of FIVE (5) YEARS from the date of original purchase.

The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of changes or revisions to any mandatory federal, state, or local energy efficiency standards. If Seller determines that any Product is defective, Seller's sole obligation and your sole and exclusive remedy shall be that Seller will, at its option, either: (1) refund to you the purchase price of the Product; (2) repair the Product; or (3) replace the Product. Seller reserves the right to inspect any and all Product(s) involved in a warranty claim. The decision to refund, repair or replace a product that Seller determines to be defective is at the sole discretion of Seller.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase, and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to: Barron Lighting Group Inc, 7885 North Glen Harbor Blvd, Glendale, Arizona 85307. A failure to timely notify Seller of a warranty claim shall constitute a waiver of such claim.

LIMITED WARRANTY - SPZ SERIES
SPZ Series housing, mechanical, electrical components are covered under a 5 Year Warranty. UVA LED components are rated for 20,000 hours or 5 years, whichever one comes first.

LIMITED WARRANTY - POLES
Poles will be warranted against defects in material and workmanship for a period of one year from the date of shipment by the Company. This warranty specifically excludes fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with the movement of air currents around the product. If a product proves to be defective in material or workmanship during the warranty period, the Company will address the issue at its discretion. This may involve repairing the defective parts or providing a repaired or replacement part at no cost. However, the Company's liability under this warranty, or for any loss or damage related to the design, manufacturing, sale, or use of its products, whether based on contract or negligence, will not exceed the price associated with the product or part that caused the claim. Upon expiration of the warranty period, all such liability will cease.

LIMITED WARRANTY - POLES (Continued)
The Company shall not be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the product, cost of substitute products or labor charges to remove or reinstall the defective product, nor any product transportation expenses to and from the Company's plant if factory repair or replacement is necessary.

The purchaser of the Products and/or any end user is solely responsible for the structural integrity of new or existing foundations, anchorages or structures and all consequences arising from their use. All Warranties of the poles, fixtures, controls, sensors and accessories will be voided if the Product is not installed according to the installation instructions or installed using alternate hardware or components.

LIMITED WARRANTY - LITELOGIC
Barron Lighting Group Inc, ("Seller") offers a 5-year limited warranty on LiteLogic Controls unless otherwise noted on the most current specification sheet.

This warranty applies to LiteLogic wireless control devices. If the LiteLogic wireless control devices fail to operate for the warranty period, Barron Lighting Group will, at its sole discretion, provide a free replacement LiteLogic wireless control device (but no labor allowance) or issue a credit memo for future purchases. This warranty is not applicable if the lighting component is not installed in accordance with the National Electric Code, the Standards for Safety of Underwriters Laboratories, Inc., Standards for the American National Standards Institute, or the Canadian Standards Association. This warranty is also not applicable if the lighting component is not installed according to Barron Lighting Group instructions or recommendations or if the product has been exposed to abnormal operating conditions including excessive temperatures.

Barron Lighting Group reserves the right to examine all failed LiteLogic wireless control devices and reserves the right to be the sole judge as to whether any LiteLogic wireless control devices are defective and covered under warranty.

The Barron Lighting Limited Warranty shall be the sole remedy of the Customer and the sole liability of Barron Lighting Group to the Customer. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED.Barron Lighting Group will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profits or revenues, loss of use of any other goods or associated equipment to damage to any associated equipment, cost of capital, cost of substitute products, facilities or service, down time cost, or claims of claimant's customers.

WARRANTY(S)
Warranty(s) will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product.

REFUND, REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS LIMITED WARRANTY IS YOUR SOLE AND EXCLUSIVE REMEDY. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR INSTALLED IN AREAS WHERE THE AMBIENT TEMPERATURE EXCEED THE PRODUCT RATING. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT OR OPERATING LIGHTING SYTEM IS NOT INSTALLED, OPERATED OR MAINTAINED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE (NEC), AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) AND THE INSTALLATION INSTRUCTIONS SUPPLIED BY BARRON/TRACE*LITE.

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WARRANTY(S) (Continued)
Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period as set forth herein.
This limited warranty only applies to specified fixtures. Seller does not warrant poles, tenons, mounts, lamps, battery packs, photocells, occupancy sensors, low voltage indicators, fuses, surge protection devices and other control devices that are not manufactured by Barron Lighting Group. Applicable third party manufacturer warranty(s) shall apply for such devices. Barron manufactured battery packs are warranted for one (1) full year.

Normal aging of the finish including some staining, chalking or fading is not a manufacturing defect, therefore is not covered by this warranty. Polymers such as acrylic, polycarbonate or polystyrene used in the products are not warranted against yellowing as yellowing may naturally occur over time due to normal aging.

OTHER THAN THE LIMITED WARRANTY ABOVE, SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOU ALONE HAVE DETERMINED THAT THE PRODUCT WILL SUITABLY MEET THE REQUIREMENTS OF THE INTENDED USE.

SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR PRODUCTION OR COMMERCIAL LOSS IN ANY WAY, REGARDLESS OF WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE INDIVIDUAL PRICE OF THE PRODUCT ON WHICH LIABILITY IS ASSERTED.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. BARRON LIGHTING GROUP MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND BARRON LIGHTING GROUP EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF BARRON LIGHTING GROUP HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

LIMITATION OF LIABILITY
The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to Barron Lighting Group's products. The total liability of Barron Lighting Group on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Barron Lighting Group's performance or breach of the foregoing limited warranty or from Barron Lighting Group's sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above.

LIMITATION OF LIABILITY (Continued)
IN NO EVENT SHALL BARRON LIGHTING GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY.

CANCELLATION CHARGE
All order cancellation requests must be made in writing and accepted by Barron Lighting Group. Orders for standard product that have not started production can be cancelled without penalty. Orders for custom product that have not started production are subject to fees and charges associated with the procurement, tooling and staging methods utilized in preparation for production. Orders that have entered into the production state may not be cancelled unless we are reimbursed for work already performed. If Barron Lighting Group allows for said cancellation, full reimbursement of any special materials, tooling etc. purchased by our company to satisfy an order will be due in full. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to the customer.

GENERAL
Barron Lighting Group price sheets are not offers to sell, and possession of a price sheet does not entitle one to purchase. Barron Lighting Group shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Specifications are subject to change without notice. Consult factory for verification. The compliance of our product to individual project specifications and the approval for their use is not warranted by our company. If purchaser does not pay the purchase price within the time periods set forth above, Barron Lighting Group reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Barron Lighting Group is collected by, or attempted to be collected through an attorney at law, Barron Lighting Group shall be entitled to recover all collection expenses, including attorney's fees.

Any credits administered by the Barron Lighting Group will be in the form of a credit memo. Credit memos must be used within one year from the date of issuance.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY
Buyer agrees that all information furnished by Barron Lighting Group in connection with the sale of items will be confidential. The Buyer agrees not to disclose any such information to any other person, or use such information for any purposes other than performance hereunder. Buyer acknowledges and agrees that the Barron Lighting Group Mark and all copyrights, patents and other Barron Lighting Group intellectual property are owned exclusively by Barron Lighting Group. Buyer will not adopt or attempt to register any trademark, service mark, trade name, company name, internet domain name or other proprietary designation that is identical or confusingly similar to any of Barron Lighting Group Mark. Buyer will not make, use or copy any Barron Lighting Group material that is the same or substantially similar to any Barron Lighting Group copyright or patent. Provided that Buyer is in good standing with Barron Lighting Group and not in breach of this Agreement, and subject to compliance with the Minimum Advertised Pricing and Internet Advertising Policy, the foregoing will not prevent Buyer from: (a) accurately identifying the Barron Lighting Group products as offered for sale to consumers by Buyer provided that all such use of the Barron Lighting Group Mark by Buyer will inure to the benefit of Barron Lighting Group; and (b) using Barron Lighting Group photographs and descriptions of Barron Lighting Group products solely to promote sales of the Barron Lighting Group products. Any other use of any Barron Lighting Group Mark or Barron Lighting Group copyrighted material is prohibited without Barron Lighting Group's prior written consent. Buyer and Barron Lighting Group are independent contractors. Buyer will not hold itself out as an agent of Barron Lighting Group or otherwise misstate or misrepresent its relationship to Barron Lighting Group.

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GOVERNING LAW
These Terms & Conditions and Agreement shall be governed by the laws of the State of Arizona. Buyer consents to the personal jurisdiction and venue of the courts of the State of Arizona. Any legal or equitable claim of any nature arising hereunder will be filed and maintained in the state or federal courts in the State of Arizona and Buyer agrees that such courts are a convenient forum for adjudication. In the event that suit is necessary to recover amounts owed Barron Lighting Group, Buyer shall be liable for reasonable attorney's fees, interest and costs of collection. No agreement or understanding varying the terms and conditions hereof shall be binding upon either party hereto unless in writing attached hereto and signed by duly authorized representatives of both parties. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

ACCEPTANCE
Acceptance of orders can be made only at our plants, Distribution Centers or Field Warehouses for warehouse orders on the basis of these terms and conditions of sale. Barron Lighting Group will not accept orders that require customer furnished components.

ENTIRE AGREEMENT
Except as expressly agreed in writing signed by Barron Lighting Group, the terms and conditions stated above shall constitute the entire sales agreement between Barron Lighting Group and the purchaser. Any contrary or additional terms or conditions submitted by the purchaser (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in purchaser's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgment of and in agreement with these Terms and Conditions.

Barron Lighting Group reserves the right to change these Terms and Conditions of Sale without notice.