

# CUSTOMER SERVICE POLICIES

## COMPANY POLICIES

- **Quotes:** Quoted prices are valid for seven days.
- **Orders:** Orders must be accompanied with payment in full.
- **Shipping:** F.O.B. Factory
- **Special Orders:** Merchandise for special orders are non-cancelable and non-refundable after five days from the time of purchase.
- **Sales Tax:** Applicable sales tax will be added for shipments within the state of Connecticut.
- **Refunds:** Refunds are applied to accounts within 10 business days after the receipt and inspection of returned goods, or order cancellation.
- **Cancelled Orders:** Cancelled orders are subject to cancellation fees after (2) weeks from Purchase Order Date.

## CUSTOM, REPLICATION, AND LIGHTING RESTORATION ORDERS

Custom, Replication, and restoration project orders are subject to additional project specific terms including, but not limited to; estimated completion and shipping dates, freight charges, payment terms, cancellation charges, and any additional terms and conditions as stated on the project quotation, approved drawings and addendums.

### Order Cancellation Charges:

- No charges for order cancellation within (2) weeks of Purchase Order Date.
- Thereafter, subject to a 25% cancellation charge prior to Grand Light's submittals.
- After submittal submission and prior to release for manufacturing and/or restoration, an additional cancellation charge of 25% will accrue.
- Once manufacturing and/or restoration commences additional cancellation charges will accrue on a pro rata basis up to 100% of original purchase order value.

## SHIPPING POLICIES

### Shipping Rates:

- Orders over \$300.00 delivered within the continental U.S. are shipped via UPS Ground free of charge.
- A \$22.00 shipping charge will be applied to all orders \$299.99 and under.
- Estimated shipping 6-8 weeks. Upon delayed shipment, a Grand Light representative will notify you to provide you with updated production rescheduling. Our products are typically made to order and are not routinely on our factories shelf.
- Larger items will be shipped via motor freight carriers and are not eligible for our free shipping offer. Grand Light will notify you of additional shipping fees for such orders shortly after your order is placed.
- Items ordered together are not necessarily shipped simultaneously.

#### **Motor Freight:**

- Products that exceed the size limitations of UPS will be shipped via motor freight. Motor freight shipments are only available to residents of the 48 contiguous United States.
- Motor freight charges shall only include delivery to the residential front door of the shipping address.

#### **International Orders/Hawaii/Alaska:**

- Orders to be shipped to Canada/Mexico will be shipped via UPS ground service. Charges to Canada/Mexico will only include cost and insurance of goods. They will not include any applicable taxes, tariffs or brokerage fees. The customer must determine these fees by contacting their local UPS office. All other orders outside the 48 contiguous United States will be shipped via UPS Air.
- For items that exceed the size limitations of UPS, Grand Light will ship the merchandise to a freight forwarding company in the United States. It then would be the customer's responsibility to have the item shipped to its destination from the freight forwarding company.

## **RETURN POLICIES**

#### **Returns:**

- A Grand Light representative must first approve all returns. All non-approved returns are subject to refusal. Returns will not be accepted after 10 days of customer receipt of order. Upon Return Approval, A Grand Light Representative will email to you and RGA (Return Goods Authorization) and return shipment instructions.
- All goods must be in the original carton, uninstalled, and free of damage unless otherwise noted.
- Insuring of all returned goods is the sole responsibility for the shipper and Grand Light will NOT apply credits for goods that are received into the grand light warehouse, damaged or in unsalable condition.
- Credits are applied to accounts within 10 business days after the receipt and inspection of returned goods.

#### **Damages/Defects and Errors:**

Please report any damages, defects or errors to received shipments, **WITHIN 48 HOURS**, by calling 1-800-922-1469 or by email at [info@grandlight.com](mailto:info@grandlight.com).

#### **Non-Defective Returns:**

A 25% restocking fee will be charged for the return of goods that are non-defective. Return shipping charges are the responsibility of the customer. Items must be returned in their original packaging with all packing materials and must be in a salable condition. Items that have been installed are not returnable. Original Shipping and Handling charges are non-refundable.

#### **Special Orders:**

- Special orders are subject to additional project specific terms including, but not limited to; estimated completion and shipping dates, freight charges, payment terms, cancellation charges, and any additional terms and conditions

as stated on the project quotation, approved drawings and addendums. Items not maintained in the Grand Light showroom or general inventory constitute special orders which are non-cancelable and non-refundable.

- All hanging fixtures are supplied with adequate chain and wire for standard 8' ceilings. Custom applications (over 8') may be accommodated. Please inform us of these requirements at the time of purchase. Altering/customizing of any fixtures designates that these sales are final and not returnable or exchangeable.

## OTHER POLICIES

### Web Site Usage:

Accessing and utilization of this website constitutes your acceptance without limitation or qualification of the policies, terms and conditions stated herein.

### Prices and Terms:

- Unless otherwise noted, all prices by Grand Light are subject to change without notice. Prices do not include any present or future sales, use, excise, value added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by the buyer.
- Unless otherwise noted, all sales are made f.o.b. point of shipment with freight charged to common free delivery point nearest destination within the United States, except Alaska and Hawaii. In all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon the buyer and agrees that under no circumstances shall withhold payments from Grand Light because of loss or damage in transit.
- Grand Light does not represent or warrant that the information accessible via this website is accurate, complete or current. Policies, price and availability information is subject to change without notice.

### Delivery:

Shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. Grand Light shall not be liable for failure to deliver or for delay in delivery of performance due to (I) a cause beyond reasonable control, or (II) an act of God, act or omission of buyer, act of civil or military authority, governmental priority or other allocation control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (III) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason or delay.

### Warranties:

Merchandise distributed by Grand Light are the products of reputable manufactures. Grand Light shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the buyer and the sole obligation of Grand Light. Except as to title, **THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which extend that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

Grand Light's custom manufactured, replicated, and restoration projects and warrants projects to be free from defects in material and workmanship in accordance with Grand Light's published warranty. ([Form 10402](#))

**Limitation of Liability:**

Grand Light's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods here under, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall exceed the price allowable to such goods or part thereof involved in the claim. Grand Light shall not under any circumstances, be liable for any labor charges without the prior written consent of Grand Light.

Grand Light shall not in any event be liable whether as a result of breach of contract, warranty, tort (including negligence) or other grounds for special consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the project or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the buyer for such damages.

If Grand Light furnishes buyer with advice or other assistance which concerns any goods supplied here under, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Grand Light to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

**General:**

All orders are subject to acceptance by management of Grand Light. Any representation, affirmation of fact and course of dealings, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. No waiver, alteration or modification of any other provisions hereof shall be binding upon Grand Light unless specifically assented to in writing by an authorized representative of Grand Light management.

The receipt of an e-mail order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. Grand Light reserves the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. Verification of information may be required prior to the acceptance of any order.