

Incon Industries

11/4/2020

Freight Terms

Freight: F.O.B. Factory. Normal transportation costs will be prepaid and added to invoice. **If invoice is paid within Incon Lighting's terms set forth for the customer, then the following freight allowance parameters will apply and may be deducted from payment:**

Full freight allowed on shipments over \$2,500 within the Continental United States, \$1,000 for Florida shipments, and \$3,500 USD shipped to a single Canadian destination. Poles and replacement globes are not eligible for freight allowance.

Full freight allowed does not include any lift gate, residential, inside delivery, expedited shipments, tax, tariff, insurance or brokerage fees. If any of these services are requested prior to shipment, these costs will be added to the invoice. If these services are requested from Incon Lighting after shipment, a separate purchase order must be submitted; a separate invoice will be forwarded to your customer for these costs. If you/your customer requests any services directly from the freight carrier after shipment, you/your customer will be responsible for these costs from the freight carrier.

We reserve the right to route at our own discretion those shipments carrying the full freight allowance. Partial releases or shipments to more than one destination will be treated as separate orders for freight allowance purposes.

Got Questions? Please fill out the form on our [Contact Us page](#) and an Incon representative will get back to you within a few hours M-F 8:00am to 3:00pm EST. Any questions after 3:00pm or on weekends will be answered the next business day.

Terms & Conditions



Order Acceptance: Orders must be submitted in writing only, with any subsequent changes or modifications also made in writing. In placing the order, the buyer acknowledges and accepts Incon

Lighting's terms and conditions set forth herein, which supersede any terms and conditions stated on the buyer's purchase order or any other documentation. Orders are considered accepted by Incon Lighting when each of the following criteria are met:

Terms of payment are established in one of the following manners:

- Credit has been approved to meet or exceed the amount of the order. For orders that exceed the buyer's approved credit amount, a deposit or pre-payment may be required before order is accepted.
- For "Pay in Advance" customers, acceptance of the order will not occur until a signed Proforma with 100% pre-payment is received by Incon Lighting.
- For orders with Custom or Modified Product that require a deposit/pre-payment, acceptance of the order will not occur until a signed Proforma with payment is received.
- For orders with progressive payments, payments must be made on the schedule established by Incon Lighting in order to be considered accepted. If customer fails to follow this schedule at any time, all payments collected will be forfeited by the buyer. Additionally, Incon Lighting reserves the right to cancel the order and seek restitution on materials ordered and work performed in excess of payments collected.

Complete project information is indicated:

- For all orders, project location must be indicated on the order if different from the ship to location.
- For orders over \$5,000, the project and specifier(s) names and locations (City, State) are required for processing.

Product or part numbers are clearly indicated on the order and match Incon Lighting's current offerings in an exact manner. Any deviation must be addressed and corrected in writing prior to acceptance.

Prices: Prices are subject to change without prior notice.

Terms: Net 30, subject to credit review. A finance charge of 1.5% per month (18% per annum) will be assessed on past due invoices. No new orders will be shipped when overdue invoices exist. We invoice within 24 hours after shipment. Statements are mailed to customers which are past due 30 days or more at the beginning of each month.

Minimum Billing: Incon Lighting has no minimum billing requirements.

Delivery Date: Due to circumstances beyond our control, estimated delivery dates are subject to change. Therefore, Incon Lighting accepts no liquidated damage claims resulting from such delays.

Claims: All product is shipped F.O.B. Factory in good condition with title of the merchandise passing to the buyer upon delivery to the freight carrier.

- For truck freight shipments - The buyer has the responsibility for immediately inspecting goods upon delivery. Any claim for shortage of material, breakage and/or visible damage must be noted on the Freight Delivery Receipt prior to the carrier leaving the delivery address and a claim filed with the carrier within 24 hours. Concealed damage must be reported to the carrier within 48 hours of receipt of shipment and an inspection must be

requested with the carrier in this time frame. Please copy all correspondence with our customer service department.

- For FedEx/UPS small package/parcel shipments – The buyer has the responsibility for immediately inspecting goods upon delivery. If there is any evidence of shortage of material, breakage and/or visible damage, the buyer must refuse the shipment and contact Incon Lighting within 24 hours. Concealed damage must be reported to Incon Lighting within 48 hours of receipt of shipment.
- All damaged goods with packing material intact must be held until otherwise directed by Incon Lighting. Failure to do so may result in reduced restitution and/or a rejection of your claim.
- Although our responsibility for shipment ends with acceptance by the freight carrier, we will assist, if necessary, in the satisfaction of claims.

Cancellations: Orders may not be canceled unless we are reimbursed for work already performed and for special material purchased by our company. If an order is canceled after shipment, or if delivery is refused at destination, all warehousing and freight costs will be charged to the customer. Please be specific with delivery instructions.

Returns: No merchandise may be returned without prior authorization and will be refused at loading dock if the Return Goods Authorization (RGA) number is not clearly marked on the outside of carton. An RGA number is valid for 30 days only. A credit toward future purchases will be issued for unused merchandise received by us in excellent condition only, within three months of original invoice date only. There will be a deduction of freight charges both ways, and is subject to a minimum restocking charge of 35%, as well as a reconditioning charge if necessary.

*Custom/modified products and products with special finishes are not returnable and are non-cancelable once order is placed.

Paint Finishes, Diffuser Materials, Fabrics: Actual colors and textures may vary as a result of photography, monitor display and/or printing variances. Contact factory for sample swatch rings prior to placing order.

Hold Orders: "Hold for Release" orders will not be processed until a release is received. Orders received as "Hold for Release" are subject to a price increase per the project quotation or after 60 days from receipt if no quotation exists.

Hold Orders AFTER Release: Orders may not be placed on hold AFTER release unless we are reimbursed for the following:

- If the order is in the staging process, any parts with a painted finished or a non-standard color, special material purchased by our company and work already performed will be invoiced.
- If the order is in the assembly process, assembly will be completed and order will be invoiced. Additionally, storage fees will apply until time of release.

CCT, Lamps, Replacement Parts

CCT: 3000K is Incon's "standard" offering for plug and play LED systems. GU24-based LEDs: 3000K standard. CFL: 3500K. Linear Fluorescent: varies. Circline: 4000K standard.

Linear Lamps: Linear lamps (wattages ending in "L") are not included in Incon fixtures as a standard offering but are available for purchase. For a lamp to be included, use the term "With Lamp(s)" to the quote/purchase order. Cost of lamp must be added to original fixture price in price guide. See the "Replacement Parts" section of the price guide or contact factory for pricing and availability.

Replacement Parts: Replacements parts are available, offering depends on model number and date of sale, refer to price guide (towards the end) or contact factory for up to date information.