



Terms and Conditions

Limited Product Warranty

MODE Manufacturing warrants for a period of five (5) years from the date of purchase that all MODE LED fixtures will be free of defects from manufacturing and workmanship. This warranty excludes damage of any kind resulting from improper installation, misuse, abuse, accidents, or natural disasters. MODE will repair, or at its option, replace the defective product and only when the product is properly handled, installed, and maintained.

2 Years	T5 Lamps
3 Years	T8 Lamps
5 Years	Electronic Ballast
5 Years	LED Boards
5 Years	Drivers
5 Years	Induction System

Pricing

Prices are subject to change without notice. In the event of price increases, all orders on hand will be filled at lower prices provided such orders are released for shipping prior to 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 which cannot be released for shipping prior to the price increase may be subject to an increase in price. Minimum billing is \$200 net. Prices do not include lamps unless so specified.

Sales Tax

We are required to collect and remit sales tax on shipments into the states of FL, CA, GA, TX and WA unless the purchaser supplies us with a signed official state resale certificate or sales tax exemption certificate with the order. Receiver is responsible to collect and remit sales tax, if any, and any other taxes as required by that state for shipments to states other than those listed above.

Cancellation Charges

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; warehousing, delivery and return costs will be charged to the customer.

General

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.

Payment Terms

Upon completion of credit approval, standard credit terms are Net 30 days from date of invoice. An invoice is past due if payment is not received within 30 days of invoice date.

Freight Allowance

All factory orders shipping in the 48 contiguous states having a sale price of \$3,000.00 or more for one consignee for one release qualifies for our pre-paid freight discount. Partial shipments requested by the customer will incur freight charges on the portion that does not meet \$3,000.00. Freight prepaid discounts may be taken at the time of payment if the invoice is paid within the established credit terms. If not paid within the credit terms, freight charges will be due and payable. On all orders qualifying for prepaid freight, we reserve the right to route at our discretion. We will ship in the manner selected by the customer provided the customer assumes any additional transportation costs. Freight allowance applies to standard ground transportation only. Any additional requirements (i.e. lift gate, delivery appointment, expedited services, etc.) do not meet our prepaid terms and will incur additional charges to the customer.

Transportation Claims

Our packaging is regularly inspected by our transportation vendors who assume responsibility for damages sustained by improper handling. Damage must be noted on the Bill of Lading at time of delivery. Any damage not noted at time of delivery will be considered concealed damage. Transportation Company must inspect concealed damage within 3 days of delivery or claim will be denied.



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Acceptance

To ensure accuracy, acceptance of orders can only be made with a valid Purchase Order or written request from the customer. P.O.'s must include: product model number, description, purchase order number, shipping address, price, quantity, total amount, payment terms and any special instructions.

Missing and Damaged Items

All missing items must be reported upon receipt of order. Contents can be verified with packing slips, provided with every order. Only refuse orders when all items are damaged. Only damaged or missing item claims within five days can be accepted. Damaged items will be replaced promptly once a claim is made.

Return Merchandise

No merchandise may be returned without prior written authorization from our factory. EPAC does not accept debit memos.

All non-stock, special, custom and modified versions of factory produced items are not returnable. Fixtures are made to order and are considered custom.

Authorization will not be granted when the value of all items to be returned is less than \$100.00. Return from any one order will be limited to not more than 10% of the shipment invoice total. Requests to return merchandise must be made with our sales representatives for delivery to our factory within 120 days from date of shipment by us. Factory credit will be issued based on the original invoice price, less a restocking and/or reconditioning charge of up to 50%, less the freight expense for return of merchandise, less the original freight if the return takes the original order to less than prepaid terms. Credit will only be given for merchandise in salable condition.