

Terms and Conditions

Payment and Pricing:

Upon credit approval, payment terms are NET 30. Our preferred payment method is ACH Debit. We accept Company Check, Visa/MasterCard/Discover/American Express Credit Card payment. All product prices are subject to change without notice. Price is not including shipping & handling costs or state sales tax. Tariff prices are usually included but do not include any last minute tariffs added after order placement. Additional tariff increases after order placement are the responsibility of the customer and must be paid prior to material delivery. Contact our sales team to inquire about invoice terms and volume discounts.

Preferred Payment method:

ACH Debit:

WSFS Routing Number :031100102

Bank Name: WSFS BANK

City/State: 500 Delaware Ave, Wilmington, De. 19801

SWIFT address: WSFCUS33

Account number: 210947941

Account Name: FME LIGHTING LLC

Mailing Address: 18585 Coastal Hwy, Unit 10, PMB 104, Rehoboth Beach, DE 19971

Please make checks payable to FME Lighting LLC

Shipping and Handling:

- Freight Allowed is \$4,000. Free shipping policy is only suitable for commercial address with unloading equipment or loading docks; Residential, Liftgate, Campus delivery and **Limited Access fees**** would have additional charges.
 - All shipments are FOB factory or point of shipment origin. Title passes to purchaser upon material leaving the warehouse. Any and all claims related to loss, shortage, breakage, or shipping errors of product received shall be reported in writing within 5 days of receipt of delivery. It is the buyer's responsibility to file damage claims with the trucking company for material damaged in transit.
 - There is an oversize freight charge for 8ft fixtures.
 - Additional shipping/delivery fees may apply under special conditions outside FME standard freight policy for: Lift gate fees, additional fees to construction sites, limited access, residential, schools and universities.
 - Orders from Alaska, Hawaii, and Puerto Rico - Call to place orders. Additional shipping and handling charges will apply.
 - Expedited service orders - Call to place orders. Additional shipping and handling charges may apply.
- Expedited Package: (UPS/FedEx expedited service) requests need to be in writing and added to purchasers PO.
- We do ship to Canada, and customer is responsible for duty fees. Additional shipping and handling charges will apply.
 - All shipments are EX-warehouse term; Product ownership and risk of loss transfers to the buyer when it leaves our warehouse.

Packaging/shipping lead times:

Orders received before noon EST during normal business hours (on in-stock items) are generally shipped in 3-5 business days . It is upon the seller's option to choose appropriate shipping methods. Factory modifications will add to the lead time depending on assembly backlog.

State Sales Tax:

State sales tax is levied on all orders. Orders that are tax-exempt for resale or exempt organizations will be accepted but not processed until a valid tax certificate is received by email.

Customer Service and Technical support:

Should the customer have any concerns regarding technical issues, warranty returns, replacement parts, or products that are damaged in shipping, please contact our sales department or customer service, Monday through Friday from 8 a.m. to 5 p.m. EST.

Return and Refund:

FME Lighting will accept returns for a refund or exchange within 15 days of the shipment of your order; Shipping and handling fees are not refundable. Non-defective fixtures upon request will be issued and RGA up to 30 days from the date of shipment. A 30% restocking fee is applied to all valid and authorized returns; Custom products are non-cancellable, non-returnable, and non-refundable. Modified or installed items will not be accepted for return. Returned (non-defective) items must be in original cartons in good condition or they are ineligible for exchange, refund, or credit.

Limited Product Warranties:

The limited warranty will be provided by FME Lighting for the product defects. Warranties are typically 5 years but some products have 7-10 year warranties from date of original purchase. Warranties are based on 12 hours per day. Drivers and emergency battery packs are covered by separate ballast manufacturers' warranties. FME Lighting does not make any warranties whatsoever as to drivers or tubes and will not accept any responsibility or liability.

EXPLOSION PROOF LIGHTING FIXTURE SELECTION AND CERTIFICATIONS ARE THE RESPONSIBILITY OF THE PURCHASER. THE PURCHASER IS RESPONSIBLE FOR SELECTION AND INSTALLATION OF FIXTURES BASED ON THE RECOMENDATIONS OF THE LOCAL ELECTRICAL CODE REQUIREMENTS. FME LIGHTING OR ANY AGENT, EMPLOYEE, OR REPRESENTATIVE WILL NOT ACCEPT ANY RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE MIS APPLICATION OF THESE PRODUCTS.

FME Lighting reserves the right to determine whether to repair or replace damaged fixtures. No charge back, or charge back for labor or material, that does not have FME Lighting's prior approval from its corporate offices in Delaware will be honored, accepted or paid by FME Lighting.

FME Lighting Warranty covers units that are completely failed and does not apply if the failure is caused or contributed by any of the following :

- a) Abnormal or unusual operating conditions or applications.
- b) Electrical current surges caused by lightning or other catastrophic acts of God or occurrences.
- c) Improper transportation or poor packing/packaging when returning the product to FME.
- d) Installations where ambient temperatures exceeds suggestions by manufacturer, which shows on the label of each fixture. FME will not reimburse or pay for unexpected costs or expenses, including labor or other costs associated with removal or re-installation of the product, even if it is ultimately deemed to be defective.

The term "Limited Access" shall be defined as meeting any of the following conditions:

- *Not open to the walk-in public during normal business hours*
- *Not having personnel readily available to assist with pickup or delivery*
- *Not having access to a loading/unloading dock or platform*
- *Sites where extensive security related inspections and processes are required before pickup or delivery can be performed*

Limited Access Shall include, but not limited to:

- 1) *Residential: Hotels, Motels & Resorts, Country Clubs, Restaurants, Bars & Night Clubs, Day Cares Retirement/Nursing Homes*
- 2) *Religious Buildings: Churches, Convents & Rectories, Cemeteries, Mosques, Synagogues, Temples*
- 3) *Government Facilities: Prisons, Military Bases/Installations, Court Houses*
- 4) *Schools: Colleges & Universities without a dock, Chautauqua's, Estates Schools (not including Colleges & Universities)*
- 5) *Medical Facilities: Medical/Urgent Care sites (without a dock)*
- 6) *Fairs: Carnivals, Outdoor Flea Markets*
- 7) *Camps: Farms/Ranches*
- 8) *Construction Sites: The term "Construction Site" shall be defined as the site of any construction of buildings, roads, bridges or other sites of construction including the entire property upon which the construction is taking place, and delivery to any facility (such as warehouses, depots, supply houses or similar facilities) located on such property.*
- 9) *Remote Sites: The term "Remote Site" shall be defined as, but not limited to, the examples listed below: facilities that are located outside the normal commercial pickup and delivery region of the carrier for a town, city or municipality.*

Limited Access Fees (continued):

- Military locations such as missile sites
- Military and civilian radio, aviation and electronic stations
- Indian Reservations
- Governmental research stations

10) Mine Sites: The Term "Mine Site" shall be defined as the site of any mineral mine location, whether underground or open mining, including the entire property of the mine, when it is located outside the normal commercial pickup and delivery region of the carrier for a town, city or municipality.

11) Utility Sites: The term "Utility Site" shall be defined as the site of any power generation station, whether nuclear, thermal, hydroelectric or fossil fuel or pumping station located outside the normal commercial pickup and delivery region of the carrier for a town, city or municipality.

12) Golf Courses

13) Power Plants