



Environmental Lighting For Architecture

555 Monica Circle
Corona, CA 92880
Phone: (626) 965-0821
Fax: (626) 965-9494
www.ela-lighting.com

Acceptance of Orders:

No order sent to ELA is accepted until acknowledged in writing by ELA. The terms and conditions stated as follows shall constitute the entire sales agreement between the parties and any contrary or additional terms and conditions submitted by the customer shall be null and void unless specifically acknowledged in writing by ELA at the time of order acceptance. ELA reserves the right to select its customers and reject any order.

Catalog and Website Information:

The product information published in our catalogs, literature, and website is not guaranteed. It has been compiled at the beginning of the product offering and changes may have occurred over time. It should be used as a representation of the product and not for construction purposes. Components on product may change without notice; these changes will not reduce the performance or function of the product for which it was intended. Finishes on the product may appear different from the photographs and images used on our website and literature. We strive to offer the best technical information, test data, and visual representation of our product as possible. We believe the information to be accurate and trust that the outside services that produce the data to be reliable. The purchaser should determine the suitability of the product for his/her intended use and assumes all risk and liability therewith.

Specifications:

Unless specifically noted on our order acknowledgement, ELA shall accept and process orders for standard cataloged items in accordance with the latest ELA published specification sheets. ELA will not be responsible for, nor will we accept, any order requiring adherence to plans, specifications, or addendums; unless such adherence to plans, specifications and/or addendums were addressed in the ELA quotation and/or submittal drawings.



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Prices:

All published pricing is subject to change without notice. Written proposals and quotations are firm for no more than thirty (30) days, unless stated otherwise in writing. Acknowledged prices on all hold orders will be firm for sixty (60) days from the date of the order acknowledgement, within which time ELA must have in its possession approved drawings (when required) and a release for the shipment in writing. Any part of the order not released for immediate shipment within the sixty (60) day period will be subject to a price escalation. All prices are quoted in USD unless otherwise stated on our quotation.

Minimum Orders:

All orders accepted are subject to a \$150 minimum billing, except for replacement parts which must meet a \$50 minimum billing.

Sales Tax:

State and local taxes shall apply if applicable.

Payment Terms:

Payment terms shall be stated on ELA's Order Acknowledgement and/or the ELA quotation. Any other terms will not be recognized by ELA. Special considerations of payment for catalog items only shall be made at the terms 2% -10 days. All credit terms are based on approved credit at the sole discretion of ELA.

Deposit:

Unless otherwise stated in writing by ELA, a 50% deposit is required on all "Custom" product orders. The required deposit shall be received prior to production of any shop/submittal drawings, no exceptions. All "Custom" deposits are non-refundable.



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Product Application:

Products sold by ELA should be installed, used, and maintained in accordance with all applicable ELA instructions, National Electrical Codes, and/or prevailing local codes. All products should be installed by a licensed electrical contractor and in accordance with the original product intent. Copies of instructions and specifications can be obtained from ELA's Sales and Service Department, 17891 Arenth Ave., City of Industry CA 91748

Delivery:

ELA will do its utmost to meet customer shipping requirements but cannot be held responsible for delays in delivery or failure to manufacture within the acknowledged/estimated or requested shipping dates. No liability shall be incurred by ELA by reason of it's not filling any order or portion thereof.

Cancellations:

Cancellation charges will be assessed to the customer whenever a released order is canceled after five (5) days from the date of ELA's Order Acknowledgement or when a request is made to place such an order "on hold" after work has begun. Cancellation charges will consist of all fully burdened labor charges, material charges, and any indirect charges expended to manufacture or partially manufacture the items listed on such order. All made to order products (non-standard or modified) and Custom products are non-cancelable.



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Freight Terms:

Standard Catalog Products orders delivered to the contiguous states West of the Mississippi River, which amounts to over \$7,500.00 will be shipped via best way in one shipment by common carrier and the freight charge will be prepaid (freight allowed) by ELA. Standard Catalog Products orders delivered to the contiguous states East of the Mississippi River, which amounts to over \$10,000.00 will be shipped via best way in one shipment by common carrier and the freight charge will be prepaid (freight allowed) by ELA. Additional freight charges will be the responsibility of the customer for special instructions and services such as, but not limited to: re-consigned, residential deliveries, lift gate deliveries, specific hours of delivery, call before delivery requests, and storage charges. Such charges will be invoiced to the customer by ELA. All packaging will be suitable for domestic carriers. Consult the factory for special handling, packaging, and export requirements. Freight prepaid by ELA is conditional upon the payment terms of the order acknowledgment being met (net 30 days). All custom product will be shipped freight prepaid and add, and will be billed to the customer accordingly. All will call items will be susceptible to local sales tax.

Freight Claims:

All shipments will be FOB origin. Ownership of the goods passes to the buyer as soon as they leave the factory. Freight claims are the responsibility of the customer receiving the goods. All damages concealed or otherwise, must be handled by the receiving party with the delivering carrier. ELA will not accept claims for any order with FOB origin terms. In the event the merchandise is defective the claim must be made to ELA within two (2) days (48 hours) upon delivery.

Maintenance:

Wipe fixture's external components with clean water with minimal amounts of mild soap. Wipe lens with dust free non abrasive micro-fiber towel or blow with compressed air not exceeding 20psi. A maintenance record indicating date, type of maintenance performed, and person performing the maintenance. Regular maintenance must be performed as part of the warranty policy.



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Returns, Repairs, and/or Back Charges:

ELA is not obligated to consider requests to accept returned merchandise; except for merchandise shipped by error. All returned goods must be accompanied by a "Return Material Authorization" (RMA), which can be obtained only from the ELA factory. Requests to return material must be made in writing within 90 days from the date of shipment and must show the ELA invoice or order number, the date of shipment, and quantities of designated items that are desired to be returned. Returned merchandise must be new and in its original ELA factory sealed carton. Credit will be considered for only the actual quantity received by ELA. Minimum restocking fees will be 35% for standard showroom lighting fixtures and 50% for all other standard items along with any outbound freight charges originally paid by ELA. Product to be returned must be returned freight prepaid within 30 days after the issuance of the RMA. Again, no item will be accepted without a RMA. All merchandise is subject to inspection; and additional reconditioning charges will be assessed for any damages incurred. Ballast/drivers and other electrical devices incorrectly ordered by the customer, including but not limited to, voltage, mode, and current are non returnable. Should any electrical devices be returned to the factory they must be complete and unaltered. If lead wires are cut or any other alteration has been made, credit will not be allowed. Modified, Custom, and made to order products; as well as poles or discontinued catalog items are not returnable for credit under any circumstances. ELA does its best to provide quality product. In the event that ELA product should require repair or modification upon delivery, ELA must be notified immediately. Any and all work performed without written approval from ELA will not be reimbursed and will void all warranties.



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Warranty:

ELA guarantees to the customer, all standard and catalog product three (3) years from the invoice date, custom product one (1) year from invoice date, that all product manufactured exclusively by ELA is free of defective material and workmanship when shipped. All plated and hand-applied color products carry a one (1) year warranty. The guarantee described herein shall be in lieu of any other warranty, expressed or implied. Auxiliary equipment such as, but not limited to, lamps, ballasts, transformers, and drivers provided by and/or included in ELA product shall carry the component manufacturers warranty. LED boards manufactured by ELA have a 3-year warranty against 30% or more lumen depreciation, under normal usage.

Limit of Liability and General Conditions:

Only products which are installed, used, and maintained in accordance with applicable ELA instructions, specifications, and accepted trade practices are covered by the ELA Warranty. During the warranty period, with proof of purchase, ELA will repair or replace with the same or similar product, at ELA's option, without charge. Should ELA product require repair or modification, ELA must be notified immediately. Any and all work performed without written approval from ELA will not be reimbursed and will void all warranties. All labor costs are the owner's responsibility and are excluded from this warranty. This warranty is void if the product is modified, tampered with, misapplied, poorly installed, improperly maintained, or subjected to abnormal conditions. Repair or replacement as provided under this warranty is the exclusive remedy of ELA. This warranty is in lieu of all other warranties. Expressed or implied, including any implied warranties of fitness for a particular application. ELA shall not be liable to the customer for indirect or consequential damages.

Terms and Conditions for Customers and/or Deliveries Outside the United States:

Please contact ELA's sales department for information regarding terms and conditions for international customers.