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# TERMS & CONDITIONS

Citizen Design, LLC  
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The following 2022 Terms & Conditions govern your purchase of any product offered by Global Lighting. Please read these terms and conditions carefully. They contain very important information about your rights and obligations, as well as any limitations and exclusions that may apply to you. By placing an order you have acknowledged that you have read, accepted, and have agreed to be bound by these terms. These terms and conditions are subject to modification at any time without prior written notice at the sole discretion of Global Lighting. These terms and conditions also supersede any terms of purchase that may accompany a purchase order.

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## 1. Shipping Policy

Due to the nature of the lighting industry, some of the products have a lead-time of up to 18 weeks. In cases of extremely long lead-time(s), we will contact you before your order is processed to confirm your acceptance of the stated delivery terms. Separate charges for shipping and handling will be reflected on your invoice(s). No deliveries will be made to P. O. Boxes. There will be no shipments made on Saturdays or Sundays; business hours are Monday through Friday from 9:00am – 5:00pm. In the event a shipment is refused, there will be a minimum 30% restocking fee. All orders are shipped FOB Yonkers, New York. We reserve the right to select the method of transportation unless otherwise requested in writing by the purchaser.

## 2. Shipping Charges

All orders will be shipped prepaid and billed to the purchaser. We reserve the right to add up to 20% of the freight charges and optional handling charges if the purchaser specifies a carrier different from the Global Lighting recommendation. Additional charges will apply to orders shipped via upgraded service; e.g. 2nd business day, 3rd business day, or Next Day Air. Global Lighting will make every reasonable effort to ship your order within the time frame requested. Global Lighting is not responsible or liable for any delay in receiving orders that is caused by an event beyond reasonable control. They may include, but not limited to; fire, flood, accident, strike, power outages, etc. Global Lighting reserves the right to charge a fee to ship an order to a third-party location. The amount of this may vary. All charges associated with an incorrect or change of ship-to address will be the responsibility of the customer.

All Duties and Taxes related to a customer shipment are the sole responsibility of the customer and if must be paid by the customer directly to the appropriate agencies.

## 3. Freight Charges

There is a minimum freight charge of \$35.00. You will be responsible for all applicable fuel surcharges associated with your shipment. We reserve the right to add a charge for packing and handling; there may also be a charge added for third-party account freight shipments.

## 4. Payment

Global Lighting accepts Money Orders, Cashier's Checks, Personal Checks and Company Checks as a method of payment, in addition to the following credit cards: Visa, MasterCard or American Express. Please be sure to provide all correct associated credit card information at time of order. Incorrect information may cause a delay in processing of your order. Please realize that Global Lighting cannot guarantee the availability of a product by the time funds clear or payment is received as all stock is subject to prior sale. A \$35.00 fee will be charged on all returned checks and wire transfers.

## 5. Orders

Orders are not binding until accepted by Global Lighting. Global Lighting reserves the right, without prior notification, to limit the order quantity on any item and/or service to any customer. Verification of information may be required prior to the acceptance of any order. Global Lighting also reserves the right to cancel any order at any time

## 6. Sales Tax

You are responsible for the payment of any state and local sales or use taxes that may be associated with your order unless Global Lighting is in possession of a valid Resale Certificate prior to the time of order shipment. The sales tax is calculated on the full invoice price, and may include charges for shipping & handling if required by law.

## 7. Price Errors

Should product price errors be discovered on your order, they will be promptly corrected and the corrected price will apply. We will notify you if there was an error in pricing an item on your order. Please note that Global Lighting is not responsible for any errors that might appear in a Price List; whether printed or in a digital format. Also, prices are subject to change at any time without notification.

## 8. International Shipping

Currently Global Lighting ships orders within the United States, US Territories and Canada.

## 9. Warranty

Global Lighting warrants its products for a period of one year for defects in materials and workmanship. This warranty does not apply to damages resulting from accident, alteration, tampering, negligence or incorrect or improper installation. Natural and manmade materials that are directly or indirectly exposed to heat and/or UV rays are subject to a separate 6 month limited warranty against aging and discoloration. Shades are also covered under a separate six (6) month limited warranty only against aging and discoloration. Neither warranty applies to light bulbs that may or may not have been supplied at the time of purchase or after sale. Global Lighting assumes no responsibility for labor costs in connection with the installation, removal, or replacement of warranty products for any consequential or incidental damages.

## 10. Disclaimer

Due to some handcrafted manufacturing techniques, as well as the inherent qualities of materials such as wood, fabric or glass, some colors, textures, patterns or finishes may not be uniform and should not be considered a defect in workmanship. Shade materials such as fabric, plastics and metals can age in color over time due to environmental conditions like heat, UV rays, and exposure to the elements and should not be considered a defect in workmanship.

## 11. Merchandise Returns

Global Lighting will accept returns and exchanges if:

- Item(s) are returned within 10 days of customer receipt.
- Return(s) must be accompanied with a Returned Goods Authorization (RGA) number from Global Lighting.
- A valid proof of purchase is provided.
- Item(s) are returned in perfect condition - unused, uninstalled in original packaging.
- If you discover item(s) were damaged during transit, we will accept the item for return or exchange with proof of purchase, within 10 days of receipt.
- A minimum 30% restocking fee may apply

Installation is considered acceptance. We are unable to accept any item(s) for return or exchange after 10 days from receipt, and without proof of purchase.

If you have made an error in selecting a product, you may exchange the item(s), however, Global Lighting is not responsible for the cost of return shipping and replacement charges, plus any restocking fee is applicable. Any other terms and limitations also apply.

## 12. Defective Parts

Global Lighting reserves the right to examine any of the alleged defective products prior to issuance of any credit. Global Lighting further reserves the right to refuse to honor the above warranty for any product(s) altered, improperly installed, or installed in applications for which not they were not intended. Global Lighting assumes no responsibility for labor costs in connection with the installation, removal or replacement of warranty products or for any consequential or incidental damages.

### 13. Credits

In the event that a Credit is issued, the credit must be used within twelve (12) months of from the date of issue. If it is not used within that time frame, the credit will be considered expired and Global Lighting will have no obligation to honor any portion of the credit. Any credits that are taken without prior authorization or approval by Global Lighting will be invoiced back to the customer.

### 14. Alterations

For manufacturing and/or improvement reasons, Global Lighting reserves the right to change at any time and without prior warning, the technical and or design aspects of any product. This will be at the sole discretion of Global Lighting.

### 15. Purchaser's Compliance

The Purchaser is solely responsible for compliance with all applicable federal, state, and local laws, ordinances, regulations, rules and standards relating to the installation, maintenance, use and operation of the products.

### 16. Minimum Orders

Global Lighting has no minimum order.

### 17. Finance Charges

Please note that each shipment is considered a separate and independent transaction, with payment due according to the terms of the order. Please note that when shipment is delayed by the Buyer, payments are due when the Seller is prepared to make the shipment. Products held for Buyer shall be at the Buyer's risk and expense. Please note the payment is due as per terms stated on the Sales Order. In the event that payment is not paid promptly as per the specified terms, Global Lighting reserves the right to add a Finance charge each month to the unpaid balance. This may be added to all unpaid balances on all accounts not paid in full on or before the due date.

### 18. Custom Orders/Modified Product

Orders for custom-made and/or modified merchandise are non-cancelable and non-refundable. Customers may be responsible for the cost of any or all materials purchased for production of the custom items, as well as associated design and engineering costs incurred to time of cancellation. If the production has begun on the order, customer will be responsible for all material produced to that point in time.

### 19. Lead-Time

Lead times vary between manufacturers. All quoted lead times are approximate. In most cases, merchandise arrives before quoted lead-time, however it is not always the case and back orders may occasionally delay the shipment of merchandise. Global Lighting may not be held liable if material arrives later than the original quoted approximate delivery date. If an item is a special or modified product, than at a certain point in the process the customer have to pay costs connected to the expenses already incurred by manufacturer.

### 20. Merchandise Inspection

Upon receipt of an item, be sure to open the box or crate and inspect the merchandise before accepting and signing for the delivery. Failure to adequately inspect material at time of receipt does not relieve you of payment obligation when material is damaged during shipping. If you discover upon inspection that the merchandise is damaged, simply refuse to accept the delivery and we will replace at no additional cost to you after we receive the returned item from the freight carrier. If you request replacements prior to Global's receipt of damaged merchandise, you will be charged for the second shipment and credited only after the receipt of returned material. Please remember that no goods will be accepted without a valid RGA (Returned Goods Authorization).

### 21. Termination

We reserve the right to terminate your account if we have reason to believe you have violated any of Global Lighting's Terms and Conditions, including providing us with false information.

### 22. Governing Law

These Terms of Sale shall be governed by and construed in accordance with the State of New York applicable to contracts made to be enforced wholly within the State of New York.

### 23. Severability

If any provision of these Terms of Sale are held illegal, unenforceable, or in conflict with a law by a court of competent jurisdiction or arbitral tribunal, such provisions shall be deemed severed Terms of Sale and the validity of the remainder of these Terms of Sale shall not be affected. 2015