

## P: (915) 227-7210 • www.snowball-inc.co Terms and Conditions

Snowball Lighting terms and conditions of sale are expressed herein and are not subject to modification by acceptance of a purchase order with other additional or conflicting and conditions.

TERMS & CREDIT: Net 30 days from date of invoice. A service charge of 1.5% per month will be added to past due accounts where applicable.

ACH/WIRE/CHECK PAYEMTN ONLY

NO MINIMUM ORDER REQUEST

RETURNS: All returns must be submitted and pre-approved by the issuance of a Snowball Lighting authorized Return Good Authorization (RGA). Other than returns deemed to be caused by factory defectives, approved accommodation returns may be subject to 25% re-stocking fee, prepaid freight by customer. Returns must be accompanied by a Snowball Lighting issued RGA and be pre-paid. Material over six (6) months is non-returnable. Glacier products and custom fixture and special order are non-returnable and refundable.

FREIGHT POLICY: F.O.B Snowball Lighting shipping point (El Paso, TX). Prepaid freight on orders over \$5000 not including shipments to Alaska, Hawaii, Canada and International, no prepaid allowed. Container load shipments will be quoted on a case by case basis. For freight allowed orders we will determine the carrier to be used. Snowball Lighting will only use customer specified carriers on shipments that are not freight allowed. Carton sizes may change without notice. Service changes by carriers are not included in the freight allowance. Snowball Lighting will pass on all special handling charges from carriers (i.e. notification charges, residential delivery fees, lift gate services, CDD fees, inside delivery fees, construction site fees, etc.) RISK OF LOSS AND CLAIMS: Once the freight is consigned to the carrier, the purchaser assumes all risks of potential loss. In the event of damage or loss, the purchaser must file a claim the delivering carrier. In this case, the purchaser remains liable for payment during he claims process within the standard payment terms of sale. Snowball Lighting has no responsibility for any processing, damages or any costs associated with this claim of lost or broken items by the consigned carrier.

TAXES: All prices subject to Federal, State and local taxes where applicable. LABOR CHARGES: NO LABOR CHARGES WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

## **Limitation of Liability**

Snowball Lighting luminaires are designed and tested to comply with the latest technology and safety standards. Snowball Lighting reserves the right to make changes without notice to improve performance of the fixtures or to accommodate changes made due to technology advancements and safety standards. Snowball Lighting reserves the right to accept or refuse return requests at their discretion, makes no warranty of merchantability and shall not be liable for consequential damages of any kind.

Customized orders and all Glacier Architectural/Decorative light fixtures, Poles/installation parts are non-returnable and non-refundable.