

## 2010 Hampstead Lighting Policy

**NEW ACCOUNT QUALIFICATIONS** (Ask our sales representative for applicable discount)

### CUSTOMER TYPE QUALIFICATION

STOCKING SHOWROOM - Minimum order of \$10,000.00 at list price plus a minimum of 10 different standard items for showroom display.  
NON-STOCKING DEALER - No minimum order.

### TERMS & DEPOSITS

Terms to **STOCKING SHOWROOMS ONLY** with approved credit are 1% 10 days, Net 30 days from shipping date. [US and Canada Only]

Credit will be extended to **STOCKING SHOWROOMS** who submit satisfactory bank and decorative lighting trade references (min. 5), on Hampstead's Credit Application form. All information must be furnished in writing and signed by an authorized person.

For all other customers, **TERMS ARE 50% DEPOSIT WITH THE ORDER**, with balance payable in full prior to shipping.

Deposits of 50% are required in advance for all "Non-Stock", "Custom", "Contract" or "Special Order" merchandise from all customers, including **STOCKING SHOWROOMS**.

Deposits are not refundable nor can cancellation of an order be accepted more than five (5) days after receipt by Hampstead.

### CANCELLATION POLICY

Orders that are placed with Hampstead Lighting are processed immediately. All cancellations must be made within 5 days for a full refund. If the order is cancelled after 5 days, or was shipped within 5 days, a 50% charge will be applied.

### REGISTERED PROJECTS

Commercial and residential projects are proposed, priced and quoted worldwide by our qualified Spec Reps who then "Register" these projects with Hampstead Lighting. Once a project is registered, we will honor the prices quoted by the Spec Reps as long as they are valid; therefore, all customers, including **STOCKING SHOWROOMS**, must find out if a project is registered and, if so, they must then contact the Specifying Rep for pricing. If a project has not been Registered, please Register it with our office to protect your quotes.

### MINIMUM ORDER QUANTITY - MOQ

Please refer to the collection tab of our current Price List to identify the collections below. Subject to change without notice.

**RICCA COLLECTION** - If an item is not in stock, MOQ is 100 pieces.

**BARCODE COLLECTION** - If an item is not in stock, MOQ is 48 pieces for all colors, not including white\*. If order quantity is less than MOQ, then the price will be increased by 50%. \*Please refer to the current Price List for all MOQ requirements for the Barcode Collection.

### PAST DUE ACCOUNTS

New orders will **NOT** be shipped until all back balances are cleared. Overdue accounts are subject to 1.5% per month finance charge.

### FREIGHT

All goods are sold ex-factory, Tucker, Georgia. Minimum shipping charge is \$20 per item. All rush orders will have an additional \$25 additional charge per order. Drop shipments will be charged \$20.00 per shipment. Since UPS does not require a signature as proof of delivery for residential shipments, Hampstead is not responsible for any damage or loss of goods if order requests the delivery to be made to a residence.

For **STOCKING SHOWROOMS** only within the Continental U.S., a freight allowance will be credited on showroom orders of at least \$1,500.00 **only when the invoice(s) are paid in full within terms of sale.** Freight allowances are not applicable on "Projects", Contract Orders, Special Orders, Custom Orders or orders with special terms and/or special pricing.

### CLAIMS

All claims for merchandise damaged in shipping must be reported immediately to the **CARRIER**. The damaged fixtures should be kept in the original boxes with ALL the packing material for inspection.

All claims for defective merchandise must be made to Hampstead Lighting within **15** calendar days of receipt of order. An RGA will be issued and Hampstead Lighting will inspect the merchandise, repair and return the item or replace the defective fixture solely at Hampstead's option. If the problem with the fixture was caused by someone after the fixture was initially shipped by Hampstead, there will be a charge for the repairs to the fixture.

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Replacement items will be invoiced when shipped. Upon confirmation of freight claim liability and refund by the carrier, a credit will be issued to the account for the charge for the replacement. If the replacement item was for a fixture returned for inspection and the fixture was found to be defective, a credit will be issued to the account for the replacement invoice.

Hampstead will not be responsible for any costs related to removal and/or installation of fixtures before or after repair or replacement.

### RETURNS - FOR STOCKING DEALERS ONLY

No returns will be accepted without an **RG**A number issued by Hampstead Lighting. This **RG**A is valid for 30 calendar days only and must be clearly marked on each box to be returned.

Returns for Stocking Dealers' overstocked merchandise purchased within the previous 12 months may be returned but must be **unused CURRENT merchandise in original boxes**. There will be a re-stocking charge of 50% of the full value of the goods to be restocked in addition to shipping, handling and insurance charges, if any. Goods to be returned must be shipped "**freight prepaid**". A **2-for-1 stock trade option is available in lieu of the 50% restocking charge**.

Special orders for non-stock items, contract orders, custom fixtures or modified fixtures can not be returned, and deposits on these orders will not be refunded.

### DESIGN MODIFICATIONS

Hampstead Lighting reserves the right to change certain elements of its fixtures without prior notification. Any changes in components will not alter the integrity of the original design of the fixture. European fixtures do not require a cover plate to cover a junction box, all fixtures which have a canopy smaller than the size of an American junction box are supplied with a plate to cover this box. Hampstead Lighting also reserves the right to discontinue any model or models without obligation in regards to fixtures previously sold.

### BULBS

As has always been our policy, halogen bulbs will be included with our fixtures on a complimentary basis except for Ricca Collection; however, orders will be shipped without bulbs if we are temporarily out of stock. We will continue to place the stickers on the boxes indicating if the bulbs are or are not included. **IF BULBS ARE NOT INCLUDED WITH THE INITIAL SHIPMENT, THEY WILL NOT BE SHIPPED SEPARATELY ON A COMPLIMENTARY BASIS**. If you need to order replacement halogen bulbs to service your customers, we will be glad to provide you with prices and ship them to you.

Incandescent, fluorescent and metal halide light bulbs will **NOT** be included with any fixture nor are they complimentary.

A sticker is permanently placed on each fixture indicating the correct bulb type, base and maximum wattage allowable. This sticker is to remain on each fixture for the life of the fixture for bulb replacement information for the consumer.

### MISCELLANEOUS

If you have found an item in one of our catalogs that is not listed on the 2009 Price List, please contact Hampstead Lighting directly for pricing, availability, and minimum quantity orders.

Hampstead Lighting reserves the right to update policy information as needed. Subject to change without notice.

## WARRANTY

Hampstead lighting extends a warranty on the metal portion of all lighting fixtures it sells, including the plating, for a period of one calendar year from the original date of sale. This also applies to the transformer, if any, provided that the transformer was installed by a licensed electrician.

If a fixture is reported to be defective, Hampstead reserves the right to repair or replace all or part of the fixture, at Hampstead's discretion. Hampstead will not be responsible for any cost related to the removal and / or installation of fixtures before or after repair or replacement.

Under no circumstances will Hampstead Lighting be liable for charges from electricians or any other corporations or individuals for diagnostics, repairs or replacements of fixtures. Any labor charges will be the responsibility of the purchaser. If the fixture does not operate properly, the purchaser must contact Hampstead's authorized service technician to determine if the unit was installed properly. The technician will furnish a written report to the purchaser concerning any problem with the fixture.

All defective parts **MUST** be returned to us for the warranty to apply. Any alteration or by-passing of the electrical wiring will void this warranty.

**This warranty is fully and permanently voided if there was:**

- use of any type of chemical cleaning or sealing agent
- use of light bulbs not specified for the fixture
- repair or replacement of components and/or fixtures
- an obvious case of mishandling or abuse
- an installation of our fixtures on other manufacturers rail, track or any other lighting system. This will also void cU/L and cETL approvals.

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