

Terms and Conditions of Sale

Specifications: Product prices, term, conditions specifications are subject to change without notice. Merchandise will be billed at the price prevailing at the time of shipment.

Returns of stock policy: No merchandise may be returned without prior written authorization by Amax Lighting, Inc. Requests to return merchandise must be made within 60 days of original ship date. All returns must be shipped pre-paid to the location designated on the RGA (Return G Authorization) form. Credit will be issued less a 25% restocking fee. All returned product must be in salable condition to qualify for credit. Custom and modified products are not returnable. After 90 days, absolutely no returns.

Cancellation Policy: Cancellations may be accepted in writing if received before production. Otherwise, a 50% cancellation charge will be incurred. No cancellations may be made on custom or modified products.

Damage claims: All claims for damage or shortages in transit must be filed directly with the carriers. We cannot be responsible for damages involved in UPS/FedEx shipments. We reserve the right to make manufacturing and packaging changes where necessary.

Limited Warranty: Amax Lighting warrants all products free from defect in manufacturing under normal and proper storage, installation and use for a period of 1 year from the date of shipment. Auxiliary equipment (ballasts, transformers, etc.) used as components of an Amax Lighting product but manufactured by others carry the warranty of the manufacturer of said components. Our guarantee liability extends only to the repair or replacement of the defective parts, and no labor charges for correction of the defect by repair or replacement will be paid by Amax Lighting unless prior written authorization has been granted by an authorized Amax Lighting. Amax Lighting shall not be liable for consequential damages or cost of removal and reinstallation of its products. Buyer shall pay for all shipping charges to and from Amax Lighting in California for the return and repair or replacement of the products.

This warranty shall not apply to damage caused by shipping, improper installation, improper lamping, improper maintenance, product modification, abuse, or misuse of the product.

Amax Lighting shall not be liable for damages that result from deliveries that do not occur within a purchaser's or customer's specified time frame or for any delay or default in delivering products where occasioned by an cause beyond Amax Lighting's control including but not limited to embargoes, shortages of labor, raw materials, or fuel, fires, floods, accidents, acts of war or other similar causes.

Warranty Applies only to Amax LED Fixtures

Amax Lighting, Inc. warrants to the original purchaser that its LED lighting fixtures and products including the components therein, shall be free from defects in material and craftsmanship for a LIMITED PERIOD OF THREE (outdoor 3) AND (indoor 5 YEARS FROM THE DATE OF INVOICE. This warranty does not apply to those standard ETL approved wet location indoor outdoor fixtures used, installed, or located in or on ocean shores and oceanic environments within or near 12 miles from the shore, whereby the standard fixture is exposed to corrosive saltwater conditions. Only Amax Lighting LED Marine Grade fixtures are warranted for five years. Amax Lighting, Inc. makes no other warranties of any kind, express or implied, written, oral or statutory, and expressly disclaims and implied warranties, including merchantability or fitness for any specific purpose, or freedom from patent infringement, regardless of origin. Under no circumstance is Amax Lighting, Inc. Held liable for incidental or consequential damages, under normal use, should the product under warranty fail in material or craftsmanship, Amax Lighting, Inc. will, at its sole discretion. (1) Repair and return the product, freight prepaid, and honor the balance of the warranty period or (2) Replace the product, freight prepaid, and honor the balance of the warranty period. Products that have been damaged through negligence, accident or misuse of the purchaser or its agents will be, at purchaser's discretion, replaced at purchaser's cost or returned un-repaired, freight collect. LIMITATION OF LIABILITY systems or areas to be lighted. AMAX LIGHTING, INC. will NOT be liable for any associated damages on any hardware or components (such as, but not limited, a display case, walls cabinets, ...etc.) nor any labor involved arising from the use of goods sold.

FORCE Majeure: Amax Lighting, Inc. shall not be liable for delay or failure to deliver products due to wars, civil disturbances, strikes, accidents, fires, flood, storms, Acts of God, or the inability to obtain necessary labor, energy, water,

raw or finished materials, facilities, government priorities or allocations, transportation or other causes beyond Amax Lighting, Inc. control.

Trademarks: All trademarks or trade names mentioned in the website are hereby acknowledged as being the property of their respective companies.