



## Terms and Conditions / Limited Warranty

Vode Lighting LLC, Terms and Conditions / Limited Warranty

### **General Product Limited Warranty Coverage**

When installed in accordance with Vode™ Lighting LLC (hereinafter referred to as “Vode”) installation instructions and accepted trade practices, the following shall apply:

All material and component parts used in the manufacture of Vode products, are warranted to be free from defects of material and/or workmanship for a period of five (5) years from date of sale. Warranty for auxiliary equipment specified by brand name or type, if not standard for Vode, may not be covered by this warranty and will be handled on a quotation basis only.

### **LED Product Limited Warranty**

Vode warrants that its LED Products are free of defects in workmanship and materials for a period of five (5) years from the date of shipment. Operation of LED components (as hereinafter defined) above the maximum ambient temperature range noted on product specification sheet will void this warranty. Maximum ambient temperature is defined as the maximum temperature of the air surrounding the luminaire housing. Products that do not have maximum ambient temperatures listed on specification sheet must operate in ambient conditions at or below 25-degrees Celsius.

For a period of five (5) years, LED components will be considered defective in workmanship or material only if the LED components fails to provide at least 70% of the lumen output set forth in the product specification sheet as of the date of shipment. As used herein, “LED components” shall mean LED boards, LED drivers or integral control devices.

### **General Conditions**

Vode will not be responsible for any products subjected to inappropriate application or installed or modified in any way that is not in accordance with Vode’s instructions and generally accepted trade practices. Only products which are installed, used and maintained in accordance with applicable Vode instructions, specifications and generally accepted trade practices, are covered by the Vode Warranty.

During the warranty period, with proof of purchase, Vode will repair or replace those products found to be defective, with the same or similar product, without charge. Vode reserves the right, at its sole option, to determine the best method for correcting such defects. Labor costs are the Buyer’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 (for example, ambient temperatures above 30°C). This warranty shall not apply to damage caused by shipping, improper installation, improper maintenance, product modifications, normal wear, abuse, or misuse of the product.

Note: Some items, as specified, may not conform to local codes. Vode hereby disclaims all liability for claims, and will refuse requests for exchanges or returns, resulting from the purchase and installation of items which do not comply with local codes. Vode also hereby disclaims liability for failure, if any, of the goods fail to comply with standards imposed under the Occupational Safety and Health Act as amended from time to time.

### **Limited Warranty**

The foregoing warranty terms are exclusive and in lieu of all other warranties. Vode makes no representations or warranties except as expressly set forth in these Terms and Conditions, and Vode expressly disclaims all other representations and warranties, express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose. No agent, buyer, distributor or supplier of Vode has the authority to modify or amend this limited warranty.



## **Limitation of Liability**

The foregoing limited warranty provides the Buyer's sole and exclusive remedy relating to Vode's products. The total liability of Vode on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Vode's performance or breach of the foregoing limited warranty or from Vode's sale, delivery, repair, or replacement of any products, or the furnishing of any services, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE ALLOCABLE TO THE SPECIFIC PRODUCT which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above.

In no event shall Vode be responsible for ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY.

No labor charge back in connection with repair or replacement of Vode products will be reimbursed without prior written approval from Vode. Buyer's invoice for labor charge backs must be submitted in writing within 30 days of authorization.

No agent, employee or representative of Vode has any authority to bind Vode to any affirmation, representation or warranty concerning goods sold by Vode unless such affirmation, representation or warranty is specifically included in a factory-generated Vode quotation or in a Vode factory acknowledgment.

## **Return Policy**

**Product Returns:** All product returns require a Return Materials Authorization (RMA) prior to being shipped back to Vode. Contact the Vode Customer Service and request an RMA number. Vode is not responsible for returns received without proper return authorization.

**Authorization:** Only Vode may authorize product returns for purposes of factory rework, repair or credit. Only standard product, in new and resalable condition, will be considered for return authorization. Any and all special, custom made and modified products are not returnable. No credit will be issued for unauthorized returns, returns of damaged product or products missing components.

**Restocking Fees:** All Vode products are built to order. Returned goods are subject to a minimum restocking charge of 50%. Generally, because of the enormous number of options (LED type, CCT, CRI, optics, etc) for any given Rail specification, Vode does not accept returns on Rails, the LED portion for most Vode systems. Returns on hardware and drivers may be accepted. Final credit will be determined upon receipt, inspection, and acceptance of returned goods at the factory. All restocking fees are contingent upon product being received at Vode in original packaging and in perfect resalable and working condition. If the product is damaged upon receipt, the Buyer will be notified in writing of any possible credit or additional restocking fees.

## **Risk of Loss**

All sales are Ex Works (EXW), Sonoma, CA. The risk of loss shall pass to the Buyer upon delivery by Vode to the carrier at Vode's facility. All claims for damage or loss in transit must be made by Buyer directly to common carriers. Damage in transit or disputes with carriers regarding damaged product does not relieve Buyer's obligation to timely pay the full amount of Vode's invoice.

## **Damage Claims**

All claims against Vode other than valid warranty claims, including claims for shortages and errors, must be directed in writing to Vode within ten (10) days after delivery is accepted. Failure to make any such claim within ten (10) days shall constitute acceptance of the merchandise and waiver of any such shortages, errors, or other claims.

**Vode's Responsibility:** Vode has the responsibility to properly mark the shipment and package it in such a way that damage does not occur through normal transportation. When shipment is received and signed for by the transportation company, Vode's responsibility ceases. Should it be necessary to file a claim Vode will assist in providing needed documentation.

**Claims:** Vode does not assume responsibility for damage or shortage incurred in transit. Buyer must collect from the carrier. All packaging and fixtures should be retained at the original point of delivery and be available for inspection by the carrier. Although notification of damage is noted on the bill of lading upon delivery, a formal freight claim still must be filed. Please note that an inspection report does not represent a claim.



**Shortages:** Buyer should verify that the freight actually belongs to Buyer. In the event there appears to be a shortage, a recount should be made to be sure. When there are shortages, Buyer must identify exactly what is short on the delivery receipt. Contact the carrier to make a claim.

**Visible Damage:** Buyer should inspect the freight for damage and record any obvious damage on the delivery record. Buyer must be as specific as possible in describing the damage and avoid general terms such as "cartons damaged." Buyer should NOT accept a shipment which evidences damage or shortage UNTIL the driver endorses a statement of the irregularity on the face of the transportation receipt. If the condition of the package is such that there is good reason to suspect damage, Vode encourages performing an on the spot inspection. If the package damage is detected after signing for the shipment, Buyer should notify the carrier immediately. Buyer must NOT open the package after the carrier has been contacted.

**Concealed Damage:** When concealed damage is discovered, Buyer should report damage to the carrier immediately. Buyer must follow all the carrier's instructions, including filing a claim as needed.

**Consequential Damage:** Vode SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER. Vode is not liable for damages of any kind resulting from any delay or failure to deliver due to strikes, lockouts, other labor difficulties, sources of supply, transportation difficulties, accidents, fires, acts of God, or any other cause of like or unlike nature beyond Vode's control.

## **Packaging**

Vode reserves the right to optimize packaging at its discretion. Requests for packaging by type or part will be reasonably accommodated but are not guaranteed.

## **Service Area Limitation**

The company reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the Buyer.

## **Specifications, Variations and Errors**

Merchandise will be shipped in accordance with Vode's drawings. In the event of a conflict between a Buyer's written order and a Vode drawing or specification sheet marked "approved", the Vode drawing or specification sheet shall prevail. Vode reserves the right to change details of design, materials and finish in any way that will not alter installed appearance or reduce function and performance.

Every effort is made to avoid errors in catalogs, pricing, specification sheets, instructions and other data. Vode will not accept responsibility for additional costs incurred in connection with errors of measurements, prices, descriptions etc. Orders containing such phrases as "all material to be supplied as per project plans and specifications", etc., are subject to separate written acceptance by Vode.

## **Quotations/Pricing**

Vode quotations are not offers to sell, and possession of such does not entitle one to purchase. Vode shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Specifications are subject to change without notice. Consult Vode for verification.

The compliance of Vode product to individual project specifications and the approval for their use is not warranted by Vode.



The prices shown in Vode quotations or in any order acknowledgement are prices prevailing at the time. Vode reserves the right to change such prices at any future date. Unless otherwise specifically provided in writing, orders will be billed at prices prevailing at time of shipment. Prices issued by a written standard quotation are firm for 60 days from date of quotation. Purchase orders received and acknowledged within this 60-day period will be price protected for shipment within 90 days from the date of the order. Prices issued by a written non-standard quotation authorized by Vode may offer price protection for a different period. Releases for shipments beyond the price-protected period (standard or non-standard) may be increased in price at the rate of 1% per month. Additions to orders already processed shall be considered separate orders and shall be priced accordingly. All prices are subject to federal, city and state taxes, if applicable, unless appropriate exemption certificate is on file at Vode Headquarters, Sonoma, CA.

### **Freight**

Except as noted above, all shipments are EX Works, Sonoma, CA. All orders will be assessed freight and handling charges.

For all orders in which shipping method is NOT specified, Vode reserves the right to select the carrier and to route shipments at its discretion. Vode will ship in the manner selected by the Buyer provided the Buyer assumes any additional transportation costs.

Freight Allowance will be \$4,000.

### **Acceptance**

The acceptance of the Buyer's purchase order is contingent upon written acknowledgement by Vode at its Sonoma office in the form of a letter or printed acknowledgement. The acceptance of Buyer's order is expressly made conditional upon Buyer's assent to the terms and conditions stated herein and in Vode's printed acknowledgement. Vode agrees to furnish its products only upon such terms and conditions. In the absence of any written notification to the contrary; and by virtue of the issuance of a purchase order, Buyer shall be deemed to have accepted terms and conditions as stated herein and in Vode's acknowledgement. If there is any inconsistency between the terms and conditions stated herein and in Vode's acknowledgement, the terms and conditions contained in the acknowledgement shall control. Vode reserves the right to change these Terms and Conditions of Sale without notice.

### **Cancellation Charges**

No order may be canceled unless Vode is reimbursed for work already performed and for special material purchased by Vode. If an order is canceled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to Buyer.

### **Delivery**

Any scheduled shipping date is an approximation only and shall not represent Vode's fixed or guaranteed shipping date. When a purchase order is accepted, Vode's acknowledgement will contain an estimated shipping date. Vode's intention is to ship on or before this date. However, meeting the estimated shipping date is contingent on current production capabilities, availability of materials, factory loading and other conditions, and is not guaranteed.

Vode reserves the right to make delivery in installments unless expressly stated otherwise in Buyer's order. All installment deliveries will be invoiced by Vode at time of shipment unless otherwise agreed to in writing and signed by Buyer and Vode. Delay in any installment delivery shall not relieve Buyer of its obligation to accept any remaining installment deliveries under the order.

Vode is not responsible for any damages, penalties or labor back charges resulting from delayed shipments or from Vode's inability to ship by the estimated shipping date, nor shall Vode be liable for damages of any kind resulting from any delay or failure to deliver or perform due to labor difficulties, delay of sources of supply, transportation difficulties, acts of God or any other causes.



## **Payment Terms**

Orders that include non-standard product may require prepayment prior to commencement of production. A non-refundable deposit of up to 100% may be required. If deposit is less than 100%, balance is due prior to shipment.

Except as provided in this section, all invoices shall be due and payable upon receipt.

Credit terms for orders of standard product will vary with Buyer creditworthiness. A deposit may be required. Net terms will be granted on an order by order basis that takes into account the credit worthiness and payment history of Buyer.

Vode may, without notice, change or withdraw extensions of credit at any time. If Vode, at its discretion, ceases to extend credit, payment shall be any type of cash terms or any type of secured transaction terms.

All indebtedness outstanding after due date shall be subject to a 1 1/2% monthly service charge unless this rate exceeds the highest rate permitted by applicable state law, in which event the rate shall be the highest permissible by law

Buyer shall make all payments without expense to Vode. If Vode has to return a check to Buyer for any reason, Vode shall make a \$50.00 charge for each such check to reimburse it for legal and/or administrative expenses.

If any shipment made in accordance with Buyer's instructions is refused for whatever reason, Buyer shall be responsible for payment of such merchandise, in accordance with the terms hereof, as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for reasonable storage, handling and delivery charges and shall pay such charges as invoices are rendered.

Vode shall be entitled to reimbursement for all costs and expenses (including reasonable attorneys' fees) incurred by it in connection with collection of any amounts for goods sold in the event payment therefore shall not be made when due.

## **Governing Law**

This Agreement shall be construed to be between merchants. Any question concerning its validity, construction or performance shall be governed by the laws of the State of California and venue shall be set in the County of Sonoma regardless of where any order was placed or filled, the place of delivery of the goods or where any other act or performance occurred.

## **Entire Agreement**

Except as expressly agreed in writing, signed by Vode, the terms and conditions stated herein shall constitute the entire sales agreement between Vode and the Buyer. Any contrary or additional terms or conditions submitted by the Buyer (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in Buyer's purchase order) shall be deemed to be of no force or effect and are hereby rejected.

Copyright 2019 © Vode Lighting LLC | 21684 8th Street East, Suite 700, Sonoma, CA 95476 | 707.996.9898