GENERAL

Orders are subject to acceptance by the company in the form of a written order acknowledgement. Orders, after acceptance, cannot be cancelled without the expressed agreement of Saylite and may be subject to cancellation fee.

The terms and provisions of the sale are only those that are expressly set forth on the order acknowledgement. Any provisions and terms of the purchase order are not binding on Saylite unless such terms and provisions are agreed upon by Saylite and stated on the order acknowledgement. Any change or modification of the order acknowledgement shall not be binding on Saylite unless specifically approved in writing. Under no circumstances will Saylite be responsible for approvals, adherence to “Plans and Specifications”, addenda, and bidding contract documents.

Minimum Order Size is $250. Orders under $250 are subject to a $40 Handling and Packaging Fee.

Payment Terms

Purchaser agrees to pay the prices quoted by Saylite and is responsible for applicable shipping and handling charges, taxes and duties as provided below. Payment terms for sales Net 30 Days with approved credit under Terms and Conditions of Sale.

Invoices for services shall be due and payable within (30) days after the date of the invoice. In addition to all other rights and remedies available under these Terms and Conditions of Sale and under applicable law, Saylite may, in its sole discretion, withhold services until such time as purchaser’s account is paid in full or immediately terminate the provision of services without further liability to purchaser.

If purchaser does not pay any invoice, in whole or in part, when due, Saylite shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due Saylite is collected by or through an attorney, Saylite shall be entitled to recover all costs of collection, including attorney’s fees equal to 15% of the total principal and interest owed.

DELIVERY DATES

Dates of delivery are approximate. Saylite cannot accept liability for delays of manufacturing or shipping. Often there are conditions beyond our control which may arise after prior communication.
PRICES

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted with a formal quotation, Saylite reserves the right to invoice at the prices in effect on the date of shipment. **All prices below the published Hot Sheet Prices require a Formal Quotation Number from Saylite.** Quotations are good for 90 days unless otherwise noted. Prices do not include lamps unless specified.

FREIGHT ALLOWANCE

All shipments are F.O.B. Carrollton, Texas 75006 (Dallas County).

 Minimum order size for freight allowed in Continental US is $2,000. Shipment within 60 miles of Saylite Factory in Dallas under $2,000 will be a minimum $100 delivery charge. Any orders that qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and allowed. Any orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and add. For all orders that qualify for freight allowance, Saylite reserves the right to select the carrier and method of shipment and to route shipments at Saylite’s discretion. Saylite will ship in the manner selected by purchaser provided purchaser assumes any additional transportation costs. Special services and handling required by purchaser like liftgates or inside delivery will be charged to the purchaser. Shipments outside of the Continental US have no freight allowed terms.

Partial shipments will be made at the sole discretion of Saylite.

If customer requests shipment by air, customer will make arrangements with carrier for 3rd party billing (other than Saylite). If order or release is over $2,000.00, a credit for normal freight charges “will be issued on invoice

TAXES

Prices exclude all taxes. Purchaser has responsibility for paying and reporting all applicable taxes levied.

FREIGHT CLAIMS

Title and risk of loss passes to purchaser upon delivery of products by Saylite to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of purchaser. Bills of Lading marked with “Shippers Load and Count” do not constitute a transfer of liability for the freight or damages from purchaser to Saylite. Notice of Freight claims must be made with in 7 days including concealed damages.

Saylite is not responsible for damages by UPS, FedEx or other parcel carriers.

RETURNED GOODS

Saylite fixtures will be accepted for return within 90 days of date of shipment and then only after issuance of a “Return Goods Authorization” by the factory to the Purchaser. Materials must be returned within 30 days of issuance of RGA or no credit can be issued. No products will be accepted for return if custom or specially manufactured to vary from our standard construction or finish. Materials must be in original unopened factory cartons.

Products accepted for return will be credited at the prices prevailing at the time of shipment, or at the time of return, whichever is lower and a minimum service charge of 35% will be deducted from the invoice value to cover the cost of handling, unpacking, inspection, placing the product in saleable condition and repacking. Unsaleable and damaged merchandise will be credited at salvage value.
NON-RETURNABLE MERCHANDISE:

The following products are not returnable: all non-stock, special, custom made or modified products; all stock products in excess of normal monthly sales quantities or containing time-sensitive components that have reached the end of their warranty or shelf life; outdated or phase-out stock products;

LIMITATION OF LIABILITY:

The total liability of Saylite 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, Saylite’s sale, delivery, resale, repair, or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period.

Saylite shall not be liable for damages that result from the delivery of products or the performance of services that do not occur within purchaser’s specified time frame or for any delay or default in delivering products or performing services where occasioned by any cause beyond the control of Saylite, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes.

IN NO EVENT SHALL SAYLITE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, 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, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

WARRANTY

See https://www.saylite.com/support/options-and-warranties for detailed warranty information

Saylite reserves the right to change these Terms and Conditions of Sale at any time without notice.