

General

1. These Terms and Conditions are for products sold and installed within the domestic U.S.A.
2. The Product Life Warranty applies only to products using polycarbonate diffusers, refractors or housings.
3. All orders are subject to acceptance by The L.C. Doane Company at Ivoryton, CT.
4. The L.C. Doane Company Sales Department acknowledges orders and our interpretation of orders received shall be the determinant source in any dispute.
5. Any difference between unit prices stated on the order acknowledgement and those quoted by The L.C. Doane Company sales representative must be brought to the attention of The L.C. Doane Company at Ivoryton, CT within 15 days after receipt.
6. Lamps excluded, unless otherwise noted.
7. The L.C. Doane Company's ship date as shown on the Sales Order Acknowledgement is our best approximation. The L.C. Doane Company makes no guarantee as to its ship date and does not accept liability for costs or penalties (including expedited freight) arising from delay in the shipping schedule without prior approval.
8. The L.C. Doane Company reserves the right to continually enhance its products, discontinue or change specifications or unit price any time without obligation.

Custom Orders

1. Orders for standard product modifications are subject to minimum quantities and may require longer lead times to ship.
2. No custom order will be produced until an approved cut sheet, drawing, or sample is forwarded to Ivoryton, CT and is approved in its entirety.
3. Orders for special or custom equipment are subject to cancellation charges for labor and material costs incurred.
4. Orders for special or custom equipment are non-returnable.

Hold for Release Orders

1. All orders received must specify an approximate shipping date that will be used as a basis for future production scheduling.
2. Production will not begin on any order until The L.C. Doane Company at Ivoryton, CT receives a definite written release.
3. Minimum hold for release order size is \$1,500.
4. Pricing will be negotiated on all "Hold for Release Orders" on an individual basis. Under no circumstances shall the pricing on such orders extend for a period of longer than 240 days from the date of the Sales Order Acknowledgement. Pricing will be re-negotiated after the 240 day period and both the pricing and the term will be re-stated at that time.
5. Prices at the time of shipment are effective unless otherwise agreed in writing with The L.C. Doane Company at Ivoryton, CT.

Returns

1. All RMAs (Return Material Authorization) are issued at the sole discretion of The L.C. Doane Company and must be requested by the customer within 90 days of the original shipment date.
2. All returns will be subject to a minimum 25% handling and factory inspection charge, and a deduction will be made for the freight expense of the original shipment.
3. The L.C. Doane Company reserves the right to limit the returns from any one job to 15% of the value of the job unless the material is being exchanged for other Doane material for the same job. Merchandise accepted for return must be shipped prepaid to the factory or other destination specified by The L.C. Doane Company.
4. It is the responsibility of the installer to inspect the product upon receipt. The L.C. Doane Company assumes no liability for additional labor expenses incurred due to orders incorrectly entered or shipped and subsequently installed.
5. With the exception of warranty returns, the factory will not authorize returns with a value of less than \$300.00.
6. Except with respect to defective items, returned merchandise must be in its original sealed packaging. No special products or custom-made products may be returned by the customer.
7. Products returned for defects in manufacture or LCD error in shipment will be accepted at full credit including inbound and outbound freight.

Order Cancellation and Credit Hold

1. Any acknowledged order canceled by the customer shall be subject to cancellation charges at The L.C. Doane Company's discretion.
2. Partial cancellations may affect freight prepayments. If part of an order is canceled and the remaining order does not meet the minimum order size specified in the 'Freight' section of this document, freight shall be billed.
3. The L.C. Doane Company reserves the right to hold any order for which a credit issue arises until said issue is resolved to The L.C. Doane Company's satisfaction, and to cancel any order on the basis of an unresolved credit issue. Any order cancelled because of a credit issue will be subject to cancellation charges up to and including the full price of the cancelled order.

Certification

1. Fixtures are U.L. Listed under standard Nos. 1598, 844 or 924. Except for exit signs and where otherwise noted, all fixtures are listed for damp or wet locations in their intended mounting orientation.
2. All fixtures must be installed in accordance with N.E.C. requirements. The L.C. Doane Company is not responsible for compliance with local codes.
3. IES photometric reports are available on most fixtures.

Freight

1. Shipments are FOB Ivoryton, Connecticut. Freight charges are prepaid and added to customers' account.
2. Freight is free for standard shipping on orders above \$4,000.00. Additions to orders already processed will be considered separate orders for the purpose of determining freight charges.

Service

For the L.C. Doane Company sales representative in your area, call 1-800-447-5006.

Warranty

1. The L.C. Doane Company warrants the lighting fixtures it manufactures against workmanship and material defects for five (5) years after their original invoice date. The L.C. Doane Company will repair, replace, or issue credit for any defective fixtures without charge provided returns are shipped prepaid to the factory within the warranty period and our inspection determines them to be covered. The L.C. Doane Company reserves the right to choose how its warranties are serviced.
2. This warranty exclusively covers the repair, replacement or crediting of properly installed fixtures used in normal conditions. This warranty does not cover any product altered, improperly installed, or used for applications beyond the scope of its design. The L.C. Doane Company performs warranty services on such products entirely at its own discretion. Transportation, installation, labor and any other charges that may be incurred as a result of defect or service are not reimbursable through this warranty. All polycarbonate lenses/diffusers, refractors, and housings carry a complete warranty against failure from physical abuse for the life of the product.

Payment

All invoices are payable in 30 days unless otherwise specified in writing.

3. Ballasts are not manufactured by The L.C. Doane Company. They will be covered under any warranties of the respective manufacturers and are excluded under the warranty set forth above.
4. The foregoing warranty is exclusive of all other warranties and no other warranties of any kind are expressed or implied.
5. Lamps are excluded from this warranty.