

ALL DAY LIGHTING

1348 Washington Ave #209

Miami Beach, FL 33139

Tel 800-597-1728

Fax 305-402-0280 / 800-807-9178

Terms of sale

Payment terms are net 30 days from date of invoice.

All past due accounts are reported to credit associations.

Prices: do not include freight, duties, or any sales, use, excise, value-added or similar taxes and where applicable, such charges will be billed as separate items and paid by you. All quotations expire 30 days from date of issuance.

Orders: are not binding until accepted. All day lighting reserves the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. Verification of information may be required prior to the acceptance of any order.

Sales Tax: You are responsible for the payment of any applicable sales, use or value-added taxes that may apply to your order. The taxes are calculated based on the full invoice price, and may include charges for shipping and handling if required by law.

Damage or Shortage Claims: To help us serve you better, please note any obvious damage or shortage next to your signature at time of delivery. If you later find hidden damage or shortage, be sure to keep the original shipping carton for possible inspection by the carrier. Please make all damage or shortage claims within three (3) days of delivery and include your customer and invoice numbers

Limitations of damages: Our total liability and the liability of our suppliers to you, your customers or to any other person, relating to this contract, its performance or non-performance, or from the use of the goods furnished, is limited to the price of the goods giving rise to the claim. Except as to title, all such liability shall terminate at the end of the manufacturer's warranty period. Neither we or our suppliers will, in any event, be liable for any special, incidental, consequential or penal damages including, but not limited to back charges, labor cost, costs of removal, replacement, testing or installation, loss of efficiency, loss of profits or revenues, loss of use of the products or any associated products, damage to associated products, lateness or delays in delivery, unavailability of products, cost of capital,

cost of substitute products, facilities or services, downtime, or claims from your customers or other parties to you or directly to us for such damages.

Returned goods: goods may not be returned without our prior written consent unless defective goods will be subject to minimum 20% restocking fee.

Cancellation: You may cancel your order , provided that you give written notice to us and pay cancellation charges, if any .

Government contracts: If you purchase products for sale to any U.S Government, state, or local agency, you are responsible to notify us of all Government procurement conditions applicable to the sale when you request our quotation.

Applicable Law: Florida will control the enforcement of this agreement

BY SIGNING YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED AND HAVE AGREED TO BE BOUND BY THESE TERMS OF SALE, WITHOUT LIMITATION OR QUALIFICATIONS. THESE TERMS OF SALE ARE SUBJECT TO MODIFICATION WITHOUT PRIOR WRITTEN NOTICE AND AT ANY TIME.

We certify that all information on this form is correct. We fully understand your credit terms and agree to the proper payment in consideration of extend credit. Buyer agrees to pay a service fee of 1.5% per month (18% per annum) and reasonable attorney fees on any accounts past 30 days, in which collection becomes necessary.

Company name _____

Date ____/____/____

Signed by _____

Print Name _____

Title _____

Authorized signature please print name and title