

# Terms and conditions



## Canadian and US Certified Partners

Dear valued partner,

Please find below our latest terms and conditions.

The latest version of our terms and conditions is always available on our website - [www.dals.com/resources](http://www.dals.com/resources).

Do not hesitate to contact us if you have any questions.

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**Warranty:** All Dals products are guaranteed for a period of 5 years from date of purchase. During this warranty period, Dals Lighting will repair or replace any defective products with proof purchase (order #, PO#, invoice #). For complete warranty details please read warranty statement below.

**Payment terms:** Net 30

**Minimum orders:** \$100 (orders less than \$100 will be subject to a \$15 handling fee)

**Quotations:** Valid for 30 days

**Freight - prepaid levels:** Freight will be prepaid at the following levels:

Territory	Prepaid	Non PPD freight charge
Quebec	\$500	\$15
Ontario	\$800	\$20
BC, AB, SK, MB, NS, NB, PEI, NL	\$1500	\$25
NT, NU, YK	Please contact us	Please contact us
United States (contiguous 48 states)	\$1000	\$25
United States (AK, HI)	Please contact us	Please contact us

Additional freight charges for express or priority shipping will apply if these services are requested.

No parcel shipments (UPS, FedEx, etc.) will be sent directly to job sites, only pallet orders. Please provide an alternate address for parcel delivery.

### Orders, cancellations and returns:

- Orders cannot be cancelled unless an item is backordered.
- A 15% cancellation fee will be imposed on larger project orders that are cancelled before the ship date.
- Deposits may be required on larger project orders in order to guarantee stock availability.
- All returns must be agreed to in advance in writing with a DAL'S Lighting representative.
- Only products which are less than 1 year old (from ship date), in their original packaging and in perfect condition will be considered for returns.
- Please note that discontinued products will not be considered for returns.
- All returns are subject to a 25% re-stocking fee.
- Credit memos will be issued based on original purchase price of items being returned.

**Custom product orders:**

Custom option orders are absolutely non-cancelable and non-returnable. Once an order has been entered into production it cannot be put on hold.

**Claims for breakage, damages, or shortages:**

Please open and inspect all packages upon receipt of the order. Breakage (damaged goods in perfect condition box) must be claimed and sent at no charge as soon as possible. Made-to-order items will need to be brought back for repairs. Any claims for damage (damaged box and product), loss or shortage, should be filed with the respective transporting immediately upon receipt of the order. No claims for damage, loss or shortage will be allowed unless they are accompanied by an inspection report or signed delivery receipt noting such damage, loss or shortage signed by a representative of the carrier and forwarded to DAL'S within 30 days of the invoice date.

**Warranty:**

Dals warrants to the first non-dealer purchaser of any of its products that they are to be free from defects in material and workmanship for a period of five (5) years from the date of shipment for all products. Dals product warranty applies only to purchases from authorized Dals distributors. Proof of purchase, must include receipt with date of purchase, proof of installation, must include receipt with date of installation, electrical contractor name and license number.

Should this product, in Dals opinion, fail to operate as per its intended use during the warranty period, Dals will, at its sole option, repair or replace (F.O.B. our factory, freight prepaid) any Dals product defective in workmanship or materials. The warranty is only valid when products are operated at the rated voltage and if operated under normal use and conditions; and which have not been altered or repaired in the field. This warranty is void if the product is installed improperly or in an improper environment, overloaded, misused, opened, abused, or altered in any manner, or is not used under normal operating conditions or not in accordance with any warning labels or installation instructions. All electrical connections must be completed by a licensed electrician.

Although Dals uses the best available materials and does extensive testing for finish endurance, some fading or chalking may occur and is considered normal. For coastal locations, some corrosion and/or deterioration is considered "normal wear" in this environment. Therefore, any finish claim due to coastal environment conditions is not applicable to our warranty.

There are no warranties which extend beyond the description of the product on the company's literature setting forth terms of sale. There are no other or implied warranties of any kind. Dals obligation under this warranty shall not extend beyond the distributor's initial purchase price of the product and accordingly any consequential damages or labor costs arising out of a defect are expressly excluded.

If the buyer considers that the product is affected by a defect, the buyer should return the product to the point of purchase or send an email to Dals. Should the buyer decide to send an email, a description of the alleged problem should be included in the email and a proof of purchase (Order #, PO#, invoice #) as well as the picture clearly illustrating the alleged defect should be attached to the email. The buyer should not return the product to Dals without the direct authorization of a Dals representative. After product inspection, if the warranty applies, Dals will repair or replace the product free of charge.

Dals is not liable for any additional hardware other than the one provided in the box at the time of initial purchase.

Dals is not liable for incidental, indirect, special, or consequential damages, including without limitation, damage to, loss of use of any equipment, lost sales, delays or failure to perform this warranty obligation.

Due to continuous efforts to improve our product selection, Dals reserves the right to make modifications or variations in design or construction to the products described.