

11. DEDUCTIONS:

Under no circumstances shall a purchaser assume settlement via deduction from any remittance due. Unauthorized deductions will be charged back to the purchaser. We issue credit memos to cover authorized returns or other agreed to adjustments. Application of such credit memo is the only method of settlement allowed other than payment in full.

12. RETURNS:

To receive credit for returned products, an **RGA** number must be obtained from Livex Lighting prior to the return of the items and may be subject to a 25% restocking fee. Unauthorized returns are subject to a 100% restocking fee. Authorized returned products must be shipped freight prepaid via carrier designated by Livex Lighting and in clean, original factory cartons. All returns must be in new and uninstalled condition. No **RGA** will be issued for fixtures shipped and invoiced more than 90 days prior. Livex Lighting will not be responsible for any returned merchandise without proper RGA approval. Digital photos are required for all return requests.

13. DEFECTIVE/DAMAGED GOODS:

Distributors are required to inspect all received merchandise for concealed damage within 5 days of receipt or sooner. If concealed damaged goods are received, contact us immediately. If damage is noticed during receipt of delivery, do not accept the items. For freight shipments, it is the distributor's responsibility to make notations on the freight bill to indicate damage/freight shortage. Digital photos are required for all types of these requests. Defective items will be replaced or repaired at our discretion.

14. LIABILITY:

Livex Lighting Inc. will not be responsible for any fees involved in repairing or replacing damaged or defective fixtures.

15. REPLACEMENT PARTS & GLASS:

All claims of broken glass or missing parts must be made and submitted within 30 days of receipt of product in order to receive replacements. Digital photos are required for all types of these requests.

16. WARRANTY:

When properly installed and under normal conditions of use, all Livex Lighting products are warranted to be free from defects in materials and workmanship for one (1) year from date of invoice. Improper lamping may result in damage and will void the Livex Lighting warranty.

OUTDOOR LIGHTING WARRANTY:

Finishes for fixtures installed outdoors are subject to change due to prolonged exposure to sunlight, pollutants and other environmental conditions. Metal finishes on outdoor fixtures will naturally mature over time, changing in appearance and creating a living finish. Painted finishes on outdoor fixtures may naturally fade over time, depending on the fixture's exposure to the outdoor elements. Thus any claim for fading, discoloration or "patina" of a finish on an outdoor fixture is not applicable to our warranty. Due to the reasons described above, this warranty does not cover the following finishes: Antique Brass -01, Polished Brass -02, Polished Chrome -05, Natural Brass -08, Satin Brass -12 and Brushed Nickel -91.

COASTAL ENVIRONMENTS:

The environment within ten miles of a sea coast can be extremely corrosive. Even with the appropriate maintenance, products installed in this environment will typically deteriorate more than products installed in a less severe environment. Some corrosion and/or deterioration is considered "normal wear" in this environment. Thus, any claim for finish failures or for corrosion of other components due to coastal environment conditions is not applicable to our warranty.

MODIFICATIONS AND ALTERATIONS:

Any modification to a Livex Lighting product will void the Livex Lighting warranty policy and also the UL, C-UL or ETL listing.

17. REVISIONS TO TERMS & CONDITIONS OF SALE:

May be changed without prior notice at the sole discretion of Livex Lighting.

Prices are subject to change without notice.

Models are subject to discontinuance without prior notice.

Models not shown in this price list, are discontinued and no longer available.

Dimensions and specifications are subject to change without prior notification.

The wattage listed on all fixtures is suggested and is subject to change without notice in accordance with UL, C-UL or ETL specifications.