



Terms and Conditions

Prices and Terms

1. Prices are FOB factory, Westwood, New Jersey and may change without notice. Fixtures are shipped without lamps.
2. Orders are subject to written acceptance by the factory. Orders cannot be cancelled without written consent. The factory must be reimbursed for labor or material expenditures if they have occurred.
3. Orders must be shipped to a destination within a wholesaler's normal trading area. The factory reserves the right to refuse orders which are requested for shipment to another trading area.
4. The factory acknowledgment contains the only conditions of sale. Purchase order terms are not binding upon the factory unless added to the acknowledgement. Modifications of conditions of sale are not binding unless authorized in writing by the factory.
5. Excepting replacement parts, any order under \$350 is subject to a \$50 minimum handling charge (for US) or \$75 minimum handling charge (Canadian).
6. Prices are net ten days.

Freight and Delivery

1. Freight is allowed on single net shipments over \$7500 for Canadian customers and \$6500 for US customers in the continental U.S.A. Shipments over the minimum to Alaska, Hawaii, Puerto Rico or export are allowed to the dockside in New York City.
2. Carrier and routing are factory's choice.
3. Partial shipments at customer's request are at buyers expense for the extra freight costs.
4. Shipping dates are approximate. Kurt Versen Company accepts no responsibility for delays beyond its control.
5. All shipments travel at purchaser's risk. Factory responsibility ends upon acceptance by the carrier, at which time title passes to the purchaser.
6. Claims for shortages or damage in transit must be filed promptly by the consignee with the carrier.
7. Fixtures are usually packed two per carton. Single or multiple pack may be used where the product shape or weight indicates.

Errors and Liability

1. Every effort is made for accuracy in our literature or submittals. Some error or omission may occur. Kurt Versen Company assumes no liability for inadvertent error or omission.
2. Kurt Versen Company will not accept charges for labor or materials on the job site except by written authorization signed by a company officer.
3. The company reserves the right to discontinue or modify its products without notice. No obligation will be assumed.

Guarantee

1. Every fixture is guaranteed for six months after date of shipment when operated under normal conditions.
2. Guarantee is limited to the repair or replacement of defective material or workmanship. Repairs will be made without charge but require a written Returned Goods Authorization from the factory. Fixtures must be sent prepaid to Westwood, NJ.
3. Minor correction to fixtures in the field are the contractor's obligation. No labor charges will be accepted by Kurt Versen Company unless approved in advance by letter from the factory, signed by a company officer.
4. Ballasts are warranted by the manufacturer thereof. Claims for defective ballasts should be sent to the ballast manufacturer for service in accordance with its terms. Kurt Versen assumes no responsibility for labor or material to repair ballasts.
5. No agent, dealer or employee is authorized to offer any guarantee except as expressed herein unless made in writing by a company officer.
6. All standard products are UL and C-UL listed, union made IBEW in accordance with the National Electrical Code.

Returns

1. Returns requested must show the invoice number and date, and be received at the factory within 90 days after the shipment date.
2. Merchandise returned without prior written consent will be refused. Authorized returns must be sent prepaid within 30 days of the RGA date. Collect shipments will be refused.
3. A minimum service charge of 50% covers handling and restocking. Repacking and repairs are additional. Final credit will be determined by the factory after inspection of returned items.
4. Discontinued, modified or special construction fixtures cannot be returned.
5. Merchandise must be in original unopened cartons. Fixtures removed from the carton cannot be returned. All returns are inspected. Damaged fixtures will be credited less repair cost or at salvage value. Returns are limited to 10% of the original shipment unless exchanged for other fixtures for the same job. Freight must be prepaid back to factory.
6. Fixtures which are authorized for return due to factory defect or error will be accepted for full credit without service charge.