

Terms & Conditions

GENERAL

These General Terms and Conditions of Sale (the “Terms”) apply to the sale of all products (“Products”) sold by Meteor Illumination Technologies, Inc. dba Meteor Lighting (“Meteor” or “Seller”) to the party purchasing such Products (“Buyer”). All quotations issued by Seller and all orders placed by Buyer are subject only to these Terms, to the exclusion of any other terms, whether in verbal, written or other form. The buyer's acceptance of the provisions of Meteor Lighting, Terms and Conditions as recited herein shall be conclusively presumed on Buyer's placement of order with Seller or Seller's appointed Sales Agencies.

OFFERS/ ORDERS

All orders must include a formal Purchase Order (PO) from Buyer. All offers made in any form remain non-obligatory. No contract for the sale of Products shall be binding on Seller until confirmed in writing to Buyer, and any order of Buyer shall only become binding on Seller once confirmed in writing by Seller. In no event will verbal promises or arrangements made by or with Seller's personnel or representatives bind Seller unless confirmed in writing by Seller. All orders are considered custom and are non-cancelable and non-refundable.

TITLE & CLAIMS

Title to all Product shall pass from Seller to Buyer upon shipping. The carrier assumes all responsibility for safe delivery. Shipments should be inspected by the Buyer immediately upon receipt for transportation loss or damage and any necessary claim reported immediately to Seller. Buyer must not reject or return any shipments, unless directed to do so by Seller. All claims for loss or damage in transit must be made by freight broker (3PL) to carrier. Claims directly with the carrier.

ESTIMATED SHIPPING DATES

An estimated shipping date (ESD) will be provided with written order acceptance. Lead times apply starting from the time of written order acceptance and release. Seller will make commercially reasonable efforts to accommodate expedite requests when possible. Depending on circumstances, expedite production and shipping fees may apply when accommodating such requests. Seller assumes no liability for late shipping, howsoever caused. Seller reserves the right to extend the shipping date due to changes in work circumstances, or if Buyer fails to perform any act that it has undertaken. Seller shall not be liable for any damages due to delay or default in shipping products.

FITTING/ INSTALLATION

Buyer is solely responsible for the correct and safe installation of Products purchased. In no event will Seller be held responsible or liable for any damages or loss due to incorrect or unsafe installation of the Products, including without limitation installation that does not conform to all applicable instructions, laws, codes and best practice, nor for any tampering with the Products, Product label or documentation, and/or misuse of the Products.

CANCELLATIONS & POSTPONEMENTS

Unless otherwise agreed in writing by Seller, Buyer shall not be entitled to change or cancel orders for Products that have been accepted by Seller in writing. In the event Seller agrees to cancel an open order, a fee of 50% of the invoice price will be assessed. Seller may increase or reduce this amount to reflect actual sunk costs at their discretion. Postponement of orders by Buyer shall only be allowed with the prior written approval of Seller and may be subject to cancellation or handling and storage fees beyond 30 days.

PRODUCT RETURNS

All sales are final upon shipping. No product will be accepted for return.

LIABILITY & INDEMNIFICATION

Except as otherwise mandated by applicable law, Seller's liability for damages and losses of any nature whatsoever is strictly limited to the amount actually received by Seller from Buyer for the specific Product delivered which has failed in breach of Meteor's Limited Warranty. In no event will Seller be liable for any indirect or consequential damages, or for any costs, losses or damages which may be incurred by Buyer or by any third party in connection with the replacement of faulty Products, all as detailed in the Warranty Terms and Conditions. The illustrations and drawings of Products which may appear in Seller's catalogues or website are solely intended to provide a general impression of the Product. Seller accepts no liability for any damage whatsoever arising out of any differences between product supplied and any illustrations, drawings or installation documents of Products.

ERRORS & CHANGES

Every effort is made to avoid error, but Seller cannot be held responsible for any errors or omissions. Seller reserves the right to correct errors or omissions in quotations, acknowledgements, invoices, or other documents. Seller reserves the right to change or improve the design of any of its products without assuming any obligation to modify any product previously manufactured.

FORCE MAJEURE

Seller shall not be liable for any delays or other inability to meet its obligations under any purchase order as a result of circumstances beyond its reasonable control ("Force Majeure"). During the period of Force Majeure, Seller has the right to either continue to perform or dissolve the affected order in whole or in part.

CONSTRUCTION OF AGREEMENTS

These terms and conditions and all agreements between Seller and the Buyer shall be governed by and construed in accordance with the laws of California, including without limitation the Uniform Commercial Code as adopted in California.

SEVERABILITY

If any provision of these Terms is found by any court or arbitrator to be invalid, illegal or unenforceable, the remainder shall not be affected.

ASSIGNATION

Buyer may not assign or transfer these Terms or any rights or obligations hereunder (including pursuant to any purchase order) without Seller's prior written consent, which may be withheld at Seller's sole discretion.

Limited Warranty

Meteor Illumination Technologies, Inc. dba Meteor Lighting ("Meteor") warrants for the applicable Warranty Period below that products made by it and sold through its authorized sales agents and their distributors are free from defects in material and workmanship. In the event of any defect, Meteor's sole obligation is expressly limited to repair or replacement, without charge, at Meteor's factory after prior written return authorization has been granted. No products will be accepted for warranty work unless accompanied by "Return Goods Authorization" number (RGA) obtained by Buyer from Seller prior to return. Meteor is not responsible for damages due to improperly packing and shipping returned materials to Meteor. In no event shall Meteor's obligation under this Warranty extend beyond the initial cost of the product and accordingly, any incidental or consequential damages arising out of the defect therein are expressly excluded.

All Meteor lighting LED products feature a 5-year warranty, and Solar LED products feature a 3-year warranty on materials, not to exceed the initial cost of the product. This Warranty period shall commence on the date of shipment of the relevant products from Meteor and will not be extended by any warranty claims, repairs, or replacements. The Warranty shall only be extended to the original purchaser of the products and/or to the first purchaser who is the end user of the products. Meteor is not responsible for any auxiliary equipment or third-party products not supplied by Meteor.

All current and applicable industry standards will be applied when determining if a product has failed including, but not limited to, lumen maintenance, color maintenance, diffuser discoloration, or finish deterioration.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND WITHOUT EXCLUDING THE GENERALITY OF THE FOREGOING, EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

This Warranty period shall commence on the date of shipment of the relevant products from Meteor and will not be extended by any warranty claims, repairs, or replacements. The Warranty shall only be extended to the original purchaser of the products and/or to the first purchaser who is the end user of the products. Meteor is not responsible for any auxiliary equipment or third-party products not supplied by Meteor.

All current and applicable industry standards will be applied when determining if a product has failed including, but not limited to, lumen maintenance, color maintenance, diffuser discoloration, or finish deterioration.

EXCLUSIONS

This Warranty shall not apply to damages caused by: (a) force majeure, (b) negligence, misuse or improper use of the products, (c) faulty installation including poor electrical connections, (d) installation and/or operation not in accordance with supplied instructions, National Electric Code (NEC), applicable federal, state and local electrical codes, applicable safety standards issued by the Underwriters Laboratory (UL), as well as the UL's Conditions of Acceptability, (e) negligence by any party other than Meteor. Moreover, this Warranty shall not apply if: (a) any original Meteor label or marking was partially or completely removed, covered, or altered, (b) the product may have been subject to unauthorized repair, opened, tampered with, taken apart or otherwise modified, (c) the unit had, at some time prior to the claim, not been fully paid for, or had otherwise be connected with Buyer's breach of Meteor's General Terms and Conditions of Sale, (iv) Buyer is in arrears to Meteor.

The use of other company's (non-Meteor) products or components (unless supplied by Meteor as part of the product) in conjunction with Meteor products may not be covered by UL classification and could be hazardous. Such usage, whether covered by UL classification or not, automatically voids all Meteor product warranties.

Third-party (non-Meteor) products or components used in combination with Meteor products, whether provided by Meteor or other entity, are only covered by their specific manufacturer warranty and are not warranted by Meteor. Third-party components include, but are not limited to, emergency back-up batteries, system controls (including wireless, Bluetooth, PoE, and wired low-voltage), sensors, DMX components.

DISCLAIMER AND LIMITATION

Except as stated herein, Meteor disclaims all other warranties and conditions, whether express, implied or statutory, including merchantability and fitness for a particular purpose, with respect to the foregoing products to the maximum extent permitted by applicable law. In no event will Meteor be liable to Buyer or any third party for any indirect, consequential, special, punitive or exemplary damages, including, without limitation, damages for loss of business, loss of profits, business interruption or damages of associated equipment, loss of use of the Meteor unit and associated equipment, cost of substitute products, costs of removal, installation, reinstallation, testing and evaluation or shipping arising out of the use, failure of, or inability to use the products, even if Meteor has been advised of the possibility of such damages. Meteor's liability with respect to any claim of any kind for loss or damages arising out of or related to a breach of Warranty for a unit shall in no event exceed the actual purchase price of the specific unit giving rise to the claim.

**TO OBTAIN
WARRANTY
SERVICE**

In the event that any of the warranted products fail to comply with the Warranty during the applicable Warranty period, please contact Meteor's Tech Support Team at tech@meteor-lighting.com report the non-compliance and verify Warranty coverage.

In the event that Meteor issues a Return Goods Authorization ("RGA") number, you must comply with the product return procedure and ensure that the RGA number accompanies the product. Meteor may, at its sole discretion, repair or replace products determined to be eligible for Warranty coverage or may issue a credit for the original purchase price of the fixture, less freight allowed, and commissions paid. Meteor reserves the right to examine the installation site and examine and test all products under claim of warranty to evaluate proper configuration, design, layout, installation, and usage; determine the cause of failure; and make a determination of coverage under warranty. Failure to comply with the request for access to the installation site will void this Warranty.