



1610 Sismet Road, Mississauga, ON L4W 1R4
T: 905.457.4777 • F: 905.457.1115
Toll Free: 1.877.765.3722 • www.soleracorp.com

TERMS AND CONDITIONS (2018)

New Accounts:

All new accounts are required to fill out and sign Solera's credit application. The first order on new accounts will require a payment to Solera prior to shipping. New accounts and orders are subject to credit approval prior to acceptance, manufacture, and shipping.

Quotations and Specifications:

All product prices and specifications are subject to change without notice, as product development is an ongoing process. Options offered in the price guide are applicable to products as shown in current Solera Product Specifications. Previous price guides are not applicable. Federal, State, Provincial and/or local taxes are not included in quotation prices. Prices in quotations will be valid for forty-five (45) days. Confirmed prices in quotations for hold or postponed orders will be valid for sixty (60) days unless prior written authorization has been granted by Solera's Quotations Department.

Warranty:

- **(LED products)** - Solera warrants all LED products to be free of defects in workmanship and materials for one (1) year, and, five (5) years for LED module and driver starting from the date of manufacture. Solera will supply, without charge, any component of the fixture during this period.
- **(Non-LED products)** - Solera warrants all non-LED products to be free of defects in workmanship and materials for one (1) year from date of manufacture. Solera will supply, without charge, any component of the fixture excluding lamping module during this period.

Other information pertaining to warranty:

- ❖ If components such as replacement drivers are required, a Purchase Order must be forwarded to our Customer Service Department for the new part required. This is automatically charged back to the customer and credited upon receipt of the defective product or material. An RA will not be issued without a PO.
- ❖ Warranty does not cover labor charges for repair or replacements of materials/components unless prior written authorization has been granted by Solera's Customer Service Department
- ❖ Warranty does not cover shipping charges for return, repair or replacement of products to and from Solera's factory located in Mississauga, ON
- ❖ Extended warranty is available at a premium, contact Solera for more info.
- ❖ Solera is not liable for any consequential damage during removal or reinstallation of any product



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- ❖ Warranty period begins on the date of the original shipment. Should a product be replaced under the warranty, the period does not start over, but the warranty period for the replacement product maintains the warranty period of the original product
- ❖ **Warranty does not apply to the following circumstances:**
 - Products damaged due to shipping or mishandling
 - Products that have been modified since leaving our factory
 - Products damaged because of improper installation
 - Products damaged due to unfit maintenance
 - Electrical outages, surges, and spikes
 - Damage from extreme weather or conditions such as humidity, moisture, temperature, high winds, lightning, flooding, tornado, fire or other 'Acts of God'
 - Products that have been used in any manner other than intended use

Returned Goods:

All returned merchandise shall be freight prepaid. All authorized items of return are subject to merchandise credit only credit is available after inspection and acceptance of the returned goods. Returns must be made in factory sealed original cartons. No returned products will be accepted for credit without a written return authorization from Solera.

Shortage or Damage Claims:

Title of product passes onto the customer, once the product leaves our factory loading dock. Claims for lost or damaged goods must be made by the customer to the delivering carrier within 5 business days of receiving goods.

Order Guidelines:

- Orders should be sent via email as a PDF attachment to either oe@soleracorp.com or csr@soleracorp.com
- A Distributor Purchase Order must always be forwarded to our office at the time of entry
- All orders are subject to credit review, Solera reserves the right to decline credit or deduct from commissions at our discretion
- Taxes are extra as applicable
- A minimum acceptable order is \$300 book price, with the exception of orders for replacement parts, which carry a \$100 minimum
- Sample orders require a Purchase Order. Samples will be supplied to the Sales Representative within 60 days. When the sample is returned to Solera by the Sales Representative, sample amount will be credited to the Sales Representative barring any damages or defects



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- During manufacture a product may need to be updated in design, depending on the availability of components and services. Solera reserves the right to supply a product with an updated design
- **Order Cancellations** - The charges below will apply to cancellations after receipt of 'order release', unless prior written authorization has been granted by Solera's Customer Service Department:
 - *Standard Products*: 50% of the quoted price
 - *Custom Products*: 100% of the quoted price
- **Change Orders** - Once an order has been released and scheduled the following charges will apply to product modifications, unless prior written authorization has been granted by Solera's Customer Service Department:
 - 1 week after release: **10%**
 - 3 weeks after release: **20%**
 - 5 weeks after release: **60%**
 - 1 week prior to shipment no change orders will be accepted

Shipping and Delivery:

All orders are shipped FOB from our plant. Standard ground Dock to Dock Shipment Orders above \$4000 is covered by Solera. Additional charges will apply for special or accessorial arrangements as per shipping checklist sent to the customer prior to shipment (e.g. delivering to a construction site, tailgating, dedicated truck, re-consignment, delivery by appointment, etc.)

Additional shipping charges will be applied to the following scenarios:

- Shipping poles
- Shipping concrete bollards
- Air Express Delivery
- Anchor, bolts, housing, and other electrical components (to be shipped ahead of time)
- Special packaging requirements

In situations where a partial release of an order is requested (an order is shipped in segments), Solera reserves the right to charge each segment as an individual shipment, unless prior written authorization has been provided by Solera's Shipping Department.

Estimated Ship Dates (ESD) and transit times are estimates only. Solera is not liable for any delays in shipments.