

TERMS AND CONDITIONS (2023)

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 thirty (30) days. Confirmed prices in quotations for hold or postponed orders will be valid for forty-five (45) 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 request must be forwarded to our Customer Service Department for the new part required. This will be charged back to the customer and credited upon receipt of the defective product or material. An RA will not be issued without an invoice.
- ❖ 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.

- ❖ Warranty period begins on the day 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 conditions:**
 - 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 unfitting 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

Return of Goods:

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

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 oe@soleracorp.com or can be faxed to (905)-457-1115.
- 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 \$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.
- A set-up fee applies for orders of only 1 piece. Minimum set-up fee is \$150. Set-up fee may vary depending on fixture size and design. Contact Solera to verify set-up cost.

- 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% of the quoted price**
 - 3 weeks after release: **20% of the quoted price**
 - 5 weeks after release: **60% of the quoted price**
 - 1 week prior to shipment: no change orders will be accepted

Shipping and Delivery:

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

Shipping Charges are extra & will be applied to the following scenarios:

- Shipping fixture size of 48" or greater
- 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.