

Freight terms:

- Single shipments of light fixtures and brackets totaling \$2,500.00 net or more will be freight prepaid and allowed to any free delivery point within the Continental United States. Freight on shipments less than \$2,500.00 net will be prepaid and billed to the customer.
- Freight charges for partial shipments at the request of the customer shall be Prepay & Add.
- Shipments outside the Continental United States, including Alaska and Hawaii, will be prepaid to a port of embarkation.

Prices:

- Prices are subject to change without notice.
- Written quotations are firm for thirty (30) days unless otherwise noted.
- Special pricing during promotion periods are only valid for the period indicated in the promotion.

Payment terms:

- Payment terms are Net 30 Days.

Minimum orders:

- All orders are subject to a minimum billing of \$100.00, and freight charges if applicable.

Freight claims:

- Shipments travel at purchaser's risk.
- Title passes to consignee on delivery to carrier.
- All claims for loss or damage in transit must be made to the delivering carrier by the consignee when shipment is via motor freight. For UPS or FedEx shipments, freight claims will be filed by shipper.

Routing:

- Griven USA reserves the right to select carrier on all shipments.
- Griven USA reserves the right to route products coming out of Italy directly to the customer.
- Special routing will be made at customer's request providing customer assumes any extra transportation costs.

Acknowledged shipping schedules:

- The shipment date indicated on the order acknowledgment, if any, is the best approximation of the probable shipment date and shall not be deemed to represent a fixed or guaranteed shipment date.
- Griven USA shall not be responsible of any penalties or labor charges resulting from delayed shipments due to acts or causes beyond our control, or its ability to ship by the acknowledged date.
- Delivery time depends on type of products ordered, stock availability and quantity ordered



Hold orders:

- Orders received as a Hold for Release without a requested shipping date will not be processed for production until a formal/written release date is received.
- For shipment of any type of anchorage, rough-in components, etc. that are released in advance for shipment while the balance of the order remains on hold, the balance of the order is subject to 100% cancellation charges.
- The release of accompanying components is to be considered confirmation of a guaranteed release on the balance of the order.
- The preparation of submittals will be initiated once a Hold For Release order has been received. Submittals take 3 weeks after receipt of the Hold For Release order.
- Once a hold order is released by the purchaser, it will be subject to cancellation charges if returned to hold-for-release status.
- Pricing on a hold order is firm for sixty (60) days, thereafter subject to escalation.

Cancellation charge:

- Griven USA reserves the right to assess a minimum cancellation charge of 50% of the order value if a order is canceled after it has been placed or released for manufacturing and/or processed for shipment.

Standard finishes:

- Standard finishes will be supplied, unless otherwise specified.

CSA certification:

- Expected CSA certification dates are only indications. Griven USA can not be held responsible for not reaching these dates.

Miscellaneous:

- Every effort is made to avoid errors and omissions in catalogs, price sheets, and other literature. Griven USA does not assume responsibility for errors or omissions, nor is any warranty implied.
- All invoices are subject to federal, state and local taxes. These taxes will be added to invoice where applicable.
- Prices and terms are subject to change without notice.
- Griven USA will not be held responsible for difference between published weights as compared to actual weights, due to the normal variance in the specific density of metals, glass, and packing material provided.



- I. GRIVEN USA warrants its products against defects in materials and workmanship for proper usage for a period of five (5) years after ship date, when properly installed, and appropriately specified. The customer shall notify GRIVEN USA within ten (10) working days of observing any defects, other than normal wear and tear, by phone at 864-487-3535 or fax 864-4873175 or by mail: info@grivenusa.com.
- II. This limited warranty extends only to the Customer placing the order with GRIVEN USA.
- III. Upon preliminary determination of warranty validity, and actual defects, a Return Goods Authorization number will be issued. If so advised by our warranty department, the customer shall, at their expense, return the product to the factory where a final determination on validity of the warranty claim shall be made.
- IV. GRIVEN USA reserves the right to repair or replace the product as it deems appropriate for each individual situation or product. The repaired or replaced product will be returned to the customer in a timely fashion, freight collect or prepaid by the customer. The warranty in the replaced or repaired product shall continue for a period of five (5) years from the original ship date.
- V. This warranty applies only to product manufactured by GRIVEN USA and/or GRIVEN SRL and does not apply to products and/ or components manufactured by other manufacturers that are used in conjunction with our products.
- VI. GRIVEN USA shall not be responsible for any liabilities incidental to the warranted product including, but not limited to, freight charges to deliver the product to or from the factory, penalty or late charges, labor to remove or install warranted products. In no event shall GRIVEN USA be liable for any other costs or damages, including lost profits or revenues, incidental, special or consequential damages. Some states do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply. In no event shall GRIVEN USA's total liability for any reason arising hereunder exceed the purchase price paid by the buyer for the product.
- VII. The paint finish is warranted in accordance with the above policy for a period of five (5) years.
- VIII. Warranty on all products supplied by GRIVEN USA is not covered for damage caused by improper installation, overloading, accident or neglect. Warranty is not covered where any field alterations, modifications, or additions are made unless the change is acknowledged, in writing, by GRIVEN USA.
- IX. LED Life may vary under field conditions due to external factors. Lifetime estimates are generated from testing in a controlled environment. Published values are conservatively derived from test results.
- X. Griven USA reserves the right to change or amend this Warranty Statement from time to time without further notice to Buyer.

