Terms and conditions

**1.Definitions**

  A. “Louis Poulsen” means Louis Poulsen USA Inc., a Florida corporation.

  B. “Home Office” means Louis Poulsen’s corporate headquarters at 3260 Meridian Parkway, Weston, FL, 33331.

  C. “Custom Item” means any Louis Poulsen product not listed in the current Louis Poulsen product catalog as well as products in such catalog that have been discontinued. Custom Items include special, modified, or made-to-order fixtures

**2. Payment**

  A. All payments must be made directly to Louis Poulsen at its Home Office without exception. Louis Poulsen is not responsible for any fraud in connection with payment instructions. Buyer is responsible for verifying all payment instructions, wire information and any changes thereto verbally with Louis Poulsen’s Accounts Receivables Department.  Payment of the invoice total is due in full per the Terms of Payment indicated on the order confirmation.

  B. Louis Poulsen may at any time, limit, change, or cancel buyer’s credit terms, may require prepayment or deposit from buyer before production or delivery for current and future orders, and demand immediate payment for goods previously delivered. Failure by buyer to make such payments within 10 days after demand shall constitute a breach of this agreement by buyer. Credit approval of one or more deliveries shall not be deemed a waiver hereof.

  C. If any shipment made in accordance with the buyer’s instructions is refused for whatever reason, the buyer shall be responsible for full payment for such merchandise, in accordance with the terms of this agreement, as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for Louis Poulsen’s standard storage, handling and redelivery charges and shall pay such charges as invoices are rendered.

  D. Buyer shall make payment as specified herein. Louis Poulsen may suspend shipment until such payment is received. Buyer may not debit or “backcharge” Louis Poulsen. Louis Poulsen will charge a $50.00 administrative fee for any returned check.

  E. Buyer shall reimburse Louis Poulsen for all expenses (including reasonable attorney’s fees and all other costs) incurred to collect any amounts due. Furthermore, Louis Poulsen will charge interest of up to 3% per month on past due amounts until paid.

**3. Price and Quotations**

  A. The prices shown in Louis Poulsen’s Price Sheet are the prices prevailing at the time the Price Sheet was published. Louis Poulsen reserves the right to change these prices at any time. Unless otherwise provided in writing, the order will be billed at prices prevailing at time of shipment.

  B. Possession of a Price Sheet does not entitle one to purchase at prices shown, and possession of a Price Sheet is not in itself an offer to sell.

  C. Price quotes must be issued in writing and are valid for 30 days unless otherwise printed on the quote. Purchase orders for standard items or Custom Items received and acknowledged by Louis Poulsen within this 30 day period will be price protected for shipment within 90 days from the date of the order or December 15th of that calendar year, whichever comes sooner. Prices for items shipped after the price protected period will be charged at Louis Poulsen’s then current price list.

  D. Additions to orders already processed shall be considered separate orders and shall be priced accordingly.

**4. Purchase Orders**

  A. The acceptance of the buyer’s purchase order is contingent upon Louis Poulsen’s issuance of a written order confirmation statement.

  B. Buyer’s acceptance of the provisions of such order confirmation statement shall be conclusively presumed if no written objection is received by Louis Poulsen’s Home Office within 15 days from the date of said order confirmation statement. It is the buyer’s responsibility to communicate any objections or discrepancies directly to Louis Poulsen’s Home Office, rather than through Louis Poulsen’s representatives.

  C. Louis Poulsen hereby gives notice of its objection to any different or additional terms and conditions other than as stated herein. The acceptance of the buyer’s order is expressly made conditional on the buyer’s assent to the terms and conditions set forth herein.

  D. Replacements or re-orders shall be considered as new orders.

**5. Custom and Modified Items**

 Louis Poulsen reserves the right to sell a Custom or Modified Item only to the distributor who assisted Louis Poulsen in the development of the business for a specific customer. Louis Poulsen may require a prepayment or deposit from the buyer at time of order, release, or before any portion of an order for an item designated as Custom or Modified will be produced and/or shipped.  The buyer may not cancel or change an order for a Custom or Modified Item.

**6. Cancellations**

  A.  Buyer may cancel complete or partial order for standard items only.  A cancellation fee of 50% of the total order amount or cancelled items will apply to any cancellation received 24 hours after an order for standard items is released.

  B. Orders for custom, modified, or discontinued items may not be changed or cancelled by Buyer for any reason.

  C. Buyer shall indemnify and reimburse Louis Poulsen for all direct and indirect costs including but not limited to costs for materials, supplies, tooling, handling, storage, labor, taxes, etc. incurred by or charged to Louis Poulsen in connection with cancellation of any custom, modified, or discontinued items.

**7. Freight Charges**

   A. All shipments are F.O.B. Louis Poulsen’s home office factories.

   B. Any individual shipment that is $5,000 or greater and has a destination within the contiguous 48 U.S. states will ship freight allowed via ground service with a carrier of Louis Poulsen’s choosing.

 C. For shipments under $5,000 with domestic ground service, Louis Poulsen will charge a minimum of 7.0% of the net invoice amount plus $20 per shipment.

  D. If buyer requests air freight, Louis Poulsen will invoice buyer for the full freight cost of air shipment and in certain circumstances, may invoice buyer for ground shipments $5,000 or greater.

  E. Freight methods to destinations outside the contiguous 48 U.S. states vary and are at buyer’s expense.  Export packaging is extra.

  F. If the buyer notifies Louis Poulsen to delay delivery of merchandise after said merchandise has been produced in accordance with buyer’s instructions, then buyer shall pay reasonable storage charges until such merchandise is delivered and accepted.

**8. Packaging and Shipments**

  A. The method of packaging is at Louis Poulsen’s option.

  B. Louis Poulsen will use its own discretion in routing all shipments and reserves the right to select carrier and truck size. If any shipment made in accordance with buyer’s instructions incurs additional labor or carrier costs, said costs shall be paid by the buyer as invoices are rendered.

C. The distributor’s trading area for the distribution of Louis Poulsen fixtures shall be limited to the area assigned to and serviced by Louis Poulsen’s field representative. Louis Poulsen reserves the right to refuse to make direct shipments to destination points outside the distributor’s trading area.

  D. The shipment date mentioned on Louis Poulsen’s order acknowledgement, if any, is Louis Poulsen’s best approximation of the probable shipment date and shall not represent a fixed or guaranteed shipment date. Louis Poulsen shall not be responsible for any damage or loss resulting from delayed shipments or Louis Poulsen’s inability to ship. Delay of one or more shipments shall not relieve buyer of its obligation to accept remaining shipments.

  E. Louis Poulsen may ship orders in installments, as they become available, unless the buyer specifies on the Purchase Order that “no partial shipments” are allowed. Each installment shall be separately invoiced, and payment shall be due as described herein, without regard to subsequent shipments.

**9. Title**

Title to all goods and risk of loss shall vest in the buyer at the time of delivery by Louis Poulsen to the carrier at the shipping point. Louis Poulsen retains a security interest in all items shipped until payment in full is received by Louis Poulsen.

**10. Warranty**

 A. Louis Poulsen warrants for a period of five (5) years, unless otherwise stipulated, from date of invoice for the original purchase that its products are free from defects in materials and workmanship. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, LOUIS POULSEN MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, AND DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR VERBAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.  THIS WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY LOUIS POULSEN FOR ITS PRODUCTS AND CAN ONLY BE AMENDED IN WRITING BY LOUIS POULSEN’S PRESIDENT.

 B. Every claim under this warranty shall be deemed waived unless received in writing by Louis Poulsen within 30 days of the date the purported defect to which each related claim is discovered, or should have been discovered. It is the buyer’s responsibility to file all claims directly with Louis Poulsen’s Home Office. Claims may not be filed through Louis Poulsen’s field representatives.  All Claims must comply with Louis Poulsen’s Warranty policy unless amended as noted above.

 C. Ballasts and drivers are covered by a separate manufacturers’ warranty.

 D. The guarantee conditions apply exclusively to the mortality exceeding the nominal failure rate (0.2% per 1000 burning hours). With LED modules, a reduction in luminous flux is normal as long as the relevant value does not fall below 0.6%/1000h burning hours and is thus not covered by the guarantee. Due to technical progress and to the change in the luminous flux of products that is caused by their use, subsequent deliveries of LED light sources may have light properties deviating from those of the original products.

E. The warranty does not apply to: Acts of nature such as but not limited to damage caused by lightning. Damage caused by electrical supply conditions, including spikes over/under voltage and ripple current control systems that are outside normal operating conditions. The fixture has no additional surge protection to the originated protection from the driver. This protection can vary from product to product.

For information on protection level or information on additional protection please contact Louis Poulsen.

**11. Claims and Adjustments**

   A. The carrier accepts shipments covered by buyer’s order in good condition and in quantity as noted on freight bills. Any claim for damage or shortage lies between the buyer and the carrier.

  B. The buyer must check each shipment carefully and note any visible damage or shortage on the freight bill before signing it and accepting shipment.

  C. Buyer must report concealed loss or damage to carrier in writing immediately upon discovery, but not later than 72 hours after signing for shipment. Claims for shipping errors or concealed shortages will be invalid unless received by Louis Poulsen’s Home Office within three days after receipt of shipment.

  D. Buyer may not return any merchandise to Louis Poulsen for any reason without prior written authorization from Poulsen. Louis Poulsen shall refuse all returned merchandise without such written authorization.

  E. Buyer is responsible for ensuring the conformance of delivered material to buyer’s order or governing specifications. Installation of improper equipment is done at buyer’s own risk and expense.

**12. Returned Goods**

  A. All returned goods must be accompanied by a Returned Goods Authorization (“R.G.A.”). Requests to return non-defective surplus products are limited to standard items only, must be made within 21 days from the date of shipment and limited to 10% of the sales order value. Custom Items or discontinued products are not subject to return.

  B. Merchandise must be returned in the original factory sealed cartons, plus additional heavy gauge outer cartons and additional (popcorn) cushioning material. All merchandise must reach Louis Poulsen in a perfectly saleable condition.

  C. Authorized returns must be made freight prepaid within 15 days of the date of issuance of the R.G.A.

  D. All returned products are subject to inspection. Unsaleable, damaged or improperly packaged products will be credited at salvage value or returned to the buyer freight collect. Credit will be issued at prices prevailing at time of shipment or time of return, whichever is lower, less a 50% handling and restocking charge, plus original outbound freight costs if incurred by Louis Poulsen.

**13. Limitation of liability**

 A. Louis Poulsen’s liability for any defect in its products or breach of any warranty shall be, at the sole option of Louis Poulsen, limited to the repair or resupply of a like quantity of non-defective products, F.O.B. point of original shipment, uninstalled. Louis Poulsen shall have no liability except where damage results solely from the breach of Louis Poulsen’s written warranty.

  B. LOUIS POULSEN SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, SUCH AS DAMAGE TO THE STRUCTURE OR FIXTURES TO WHICH LOUIS POULSEN PRODUCTS ARE AFFIXED, NOR SHALL LOUIS POULSEN BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON ALLEGED NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY OTHER THAN THE LIMITED LIABILITY STATED HEREIN, EVEN IF ADVISED OF THE POSSIBILITY OF SAME. INCIDENTAL, SPECIAL, AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE RESUPPLY OF A NONDEFECTIVE PRODUCT, WHICH IS THE REMEDY PROVIDED BY THE WARRANTY, FAILS OF ITS PURPOSE, OR FOR ANY OTHER REASON.

  C. All fixtures are furnished without lamps, unless otherwise specified in writing. When lamps are installed by Louis Poulsen, it is done for the convenience of the customer and, as such, Louis Poulsen assumes no responsibility for damage to the lamp or fixture, looseness of such lamps which may occur in transit, or any other liability resulting from such furnished lamps.

**14. Specifications**

  A. Merchandise will be shipped in accordance with the standard styles, sizes and specifications as described in Louis Poulsen’s catalog and specification sheets.

  B. In the event of a conflict between a customer’s written order and a Louis Poulsen drawing or specification sheet marked “Approved”, the Louis Poulsen drawing or specification sheet shall prevail.

  C. Louis Poulsen reserves the right to change details of design, materials and finish in any way which may alter installed appearance or reduce function and performance. Every effort is made to avoid errors in catalogs, price sheets, specification sheets and other data. However, Louis Poulsen will not accept responsibility for additional expenses incurred by buyer, or any other liability, resulting from reliance upon such catalogs, price sheets, specification sheets or other data.

  D. Louis Poulsen will not be bound by general or blanket instructions not contained within the buyer’s written order. All orders must contain complete written instruction.

  E. Orders containing phrases such as “all materials to be supplied as per project plans and specifications” or similar phrases are subject to separate written acceptance by Louis Poulsen.

  F. Most of Louis Poulsen’s products are UL/CSA listed. However, the addition of some accessories could negate this listing, or UL/CSA requirements may change and negate listings. Please consult the Louis Poulsen Home Office for appropriate listing on any specific product.

  G. It is the buyer’s responsibility to ascertain the correct voltage for each order, and to so mark each order with the voltage. When Louis Poulsen is requested to furnish catalog sheets for submittal, Louis Poulsen will furnish its standard sheets unmarked. It is the buyer’s responsibility to mark up the submittal sheets as it sees fit and submit to Louis Poulsen.

**15. Intellectual Property**

  A. Labels, stickers and similar items which have been applied to all Louis Poulsen products may not be removed, damaged or changed in any manner.

  B. In the event that the buyer receives any claim or demand in any form from any third party alleging that any Louis Poulsen product breaches or infringes upon any intellectual property rights of a third party, the buyer shall immediately forward such notice to the Home Office of Louis Poulsen.  Louis Poulsen shall assume the defense of such claim, all in its determination and at its direction and expense.  The buyer shall cooperate with Louis Poulsen in the defense of such claim.

**16. General**

  A. Any addition, deletion, cancellation, or other change to an order is subject to the terms and conditions herein.

  B. In the event of a conflict between the buyer’s terms and conditions (or any other agreement between buyer and Louis Poulsen) and Louis Poulsen’s terms and conditions, Louis Poulsen’s terms and conditions shall govern. The buyer, by virtue of placing an order with Louis Poulsen, expressly acknowledges and agrees to the preceding sentence.

  C. Louis Poulsen’s field representatives are independent sales contractors. They have no authority to assume or create any obligation, express or implied, nor do they have any authority to accept service or legal process on behalf of Louis Poulsen.

  D. Only the President of Louis Poulsen may amend these terms and conditions of sale.

  E. The headings and numbering on this page are for reference only.

  F. Louis Poulsen shall not be in default or responsible for delays or failure to perform resulting directly or indirectly from circumstances beyond its control, including, but not limited to, strikes, fires, riots, wars, hurricanes, acts of God, labor or transportation, inability to obtain materials, terrorist acts, or government regulations or restrictions.

  G. Any dispute arising under this agreement shall be governed by the laws of the State of Florida, without regard to its conflict of law rules. Exclusive venue shall be in state court in Broward County, Florida.

  H. The Terms & Conditions of Sale herein supersede any other terms & conditions of sale previously published by Louis Poulsen.

  I. Louis Poulsen products are distributed solely through its authorized distribution network.  The buyer may not resell any Louis Poulsen product to any third party without the prior written consent of Louis Poulsen, which consent may be withheld in Louis Poulsen’s sole discretion.