

# Terms of Sale

**This terms of sale exists between NES Light, INC (“NES”) and (“Buyer”).**

## Product Returns and Exchanges

Buyer acknowledges that upon receipt of product Buyer has (7) seven business days to notify NES if the order received is not satisfactory.

This includes receipt of wrong product, order not filled completely, missing parts, etc.

After seven days of receipt, NES assumes Buyer’s order has been processed and fulfilled properly.

During the seven day period if Buyer wishes to return any unused product for return or exchange for any reason other than incorrect product received, a re-stocking fee may apply as outlined in section 2. Only product in new condition, or custom cut product that was cut by NES, is eligible for return.

## Re-stocking Fees

Returned product that is in the same condition as received and was not cut by NES (ie. complete product roll) is subject to a 10% re-stocking fee.

Product that was custom cut by NES and returned is subject to a 25% re-stocking fee.

Product that has been cut or altered by Buyer, or shows signs of visible use, is not eligible for return.

## Custom Products and Orders

Custom made products, which are defined as those products that have been produced specifically to buyers specifications, are never eligible for return or exchange.

Custom products that contain defects will be replaced or repaired consistent with the warranty terms but are not eligible for refund.

Customer orders are those orders which are put into production specifically at Buyer’s request.

Custom orders always require lead times. Buyer acknowledges that any payments or deposits placed on custom made products and custom orders are non-refundable once production has begun.

## Lead Times and Product Delivery

NES does its best to estimate lead times, when applicable, and estimate delivery dates.

However, due to factors that are often beyond our control, Buyer acknowledges that NES has made no guarantees as to the actual date of delivery.

Buyer further acknowledges that this sale is no way contingent upon a specified date of delivery.

NES accepts no liability for any costs incurred should Buyer have project deadlines that are not met.

## **Expedited Shipping & Order Processing Times**

If Buyer elects to have their order shipped via expedited shipping methods, Buyer acknowledges that expedited shipping refers to the actual shipping method and begins after the order has been processed, produced (if applicable) and packaged.

Buyer acknowledges that an order may take up to 48 hours to process for shipment and any expedited shipping times do not include order processing times.

Although NES does its best to promptly fulfill and process orders for shipment, buyer acknowledges that no guarantees have been made as to order processing times, same day shipment, etc.

Buyer further acknowledges that expedited shipping only refers to the actual shipment method and no expedited shipping fees will be refunded after shipment due to order processing delays.

## **Product Warranty and Defect**

The specific warranty terms and periods for your purchase will be outlined in the product documentation relating to the product(s) purchased.

If you have any questions on this, please speak to your sales representative.

NES product warranty is a parts only warranty and does not include labor, costs of installation, equipment rental, etc.

NES assumes no liability for replacement costs and Buyer hereby acknowledges that NES is not responsible for any replacement costs aside from material replacement should product failure occur. Buyer also acknowledges that the warranty only covers defective product and NES will only replace the actual defective product, not the entire order.

NES also reserves the right to repair failed product should that option exist.

## **Product Return and Warranty Return Procedures**

If Buyer wishes to return a product for return or exchange within the (7) day window outlined in Section 1, Buyer must promptly contact NES and a RMA will be issued detailing the return procedures and timeframes.

Should Buyer fail to return the product within the timeframe outlined in the RMA, no refund or exchange will be given.

If Buyer encounters product failure during their warranty period, Buyer must notify GLLS and a RMA will be issued for the defective product detailing return procedures and timeframes.

NES requires that Buyer return defective product for inspection prior to shipping replacement.

If Buyer is unable to do this, Buyer acknowledges they will be required to purchase the replacement product and will be credited back the purchase price once the defective product is returned.