

Shady Lady Lighting Terms and Conditions

Your purchase of products from Shady Lady® or use of this website constitutes your agreement to be bound by the following terms and conditions. These terms and conditions are subject to change from time to time without prior notice. After such a change, your use of the website or purchase of products from Shady Lady constitutes your agreement to be bound by the changed terms and conditions. You should therefore be sure to review these terms and conditions each time you log on to our website or before you place an order for products from Shady Lady®.

*Shady Lady® reserves the right to establish or modify the general published Terms and Conditions for specific customers or purposes at its sole discretion.

Orders

Acceptance of a sales order shall bind buyer to all policies published by Shady Lady at time of sale. Shady Lady published policies shall govern in the event of conflict with Buyer's policies unless Shady Lady in accepts changes in writing.

Minimum Order

Shady Lady **does not** have a minimum order but any customer placing an order under \$1,000 must pay by credit card unless otherwise negotiated with Shady Lady.

Custom orders

Custom orders require a 50% Non-Refundable Deposit with balance due prior to shipping. Shady Lady retains the right to reproduce in part or whole any design submitted for custom fabrication.

Quotations

Price Quotations are valid for 30 days.

Submitting an order

Orders must be received by fax, mail, or through our website.

Verbal orders will not be processed until written confirmation is received. You may fax written copy to 262-377-7190 or mail to 1350 14th Ave. Suite 14, Grafton WI 53024 or e-mail to info@shadyladylighting.com.

An Order Acknowledgement will be sent out prior to shipment by email. Customers must review and notify the factory of any corrections within 24 hours.

Order Cancellations

Unshipped items can be cancelled as long as the item was not manufactured specifically for you.

* Terms can change without prior notice. Please check the most current terms @ www.shadyladylighting.com before ordering.

“Large Orders” containing a quantity of 10 or more of a single item and orders that have a total invoice cost of over \$2000 will be subject to a 50% cancellation fee if production has already commenced for the order.

Payment Terms

Visa, Mastercard, Discover, Wire Transfer or Pro-Forma preferred. Credit terms may be available upon application and approval. The length of this process depends on response from credit references and may take to 2 weeks or more. All prices and professional discounts are subject to change without prior notice. Overdue accounts are subject to the application of finance charges equal to 1.5% APR of the open amount to be applied monthly. Credit privileges may be revoked on overdue accounts. A \$25.00 service charge will be applied to account for returned checks.

Sales tax information

Shady Lady collects sales tax on orders shipped to Wisconsin. However, if you have a Wisconsin State reseller certificate, then you qualify for tax exempt status and will not be charged sales tax for shipments within Wisconsin. To establish exemption eligibility, your certificate must be submitted prior to the purchase of the product.

Order Refusal

Shady Lady reserves the right to refuse and/or cancel any order at any time at its sole discretion.

Shipping

Po Box addresses

Please note we cannot ship to Post Office Boxes

Orders ship from

Orders ship F.O.B. Grafton, WI

Shipping hours of operation

Mon-Fri 8 am-4pm CST.
We do not ship on weekends or holidays

Shipping Carrier

All stock products are shipped small parcel carrier. If another carrier is requested, a \$20.00 handling fee will be applied to the order.

Packaging charges

Packaging costs for stock items are included in the price of the product. Special crating and skid charges required for large scale or large volume orders are not included in the purchase price of the product and may be assessed separately.

Stock product lead times

Shady Lady Products are both stocked and made to order. Stocked products usually ship within 3-5 business days. Made to order products ship within 2-4 weeks.

Custom order lead times

Custom fabrication may require a longer time depending upon the complexity of the order. Custom lead time is subject to the nature of each project. Please contact us directly if shipping deadlines are a concern. Shady Lady may require expedited freight service by the carrier of its discretion to guarantee scheduling and safety in transit of custom items.

Large orders

Large orders may be shipped by freight at our discretion.

International orders

For orders outside the US we may require additional documentation and/or alternate forms of payment. All prices are quoted in US dollars.

Shipping cost calculation

Shady Lady shipping charges are based upon the service requested, size, weight and destination zone of the product ordered.

Shipping notification and tracking

An email will be automatically generated containing your tracking number notifying you that your shipment has left the factory.

Pricing

All prices and payment terms are in US dollars and are subject to change without prior notification. Shady Lady reserves the right to provide special or unique pricing for any product or customer at the sole discretion of Shady Lady.

Warranty & Returns

Limited Warranty

Shady Lady® warrants that their products will be free from defects in material and workmanship for a period of one year from the date of invoice. Shady Lady® is only responsible for the repair or replacement of their products and bears no additional liability.

In the event of a defect during the full warranty period, Shady Lady® will repair or replace at its option, and at no charge to the purchaser, the product or any parts of the product which is proven to the satisfaction of Shady Lady® to have been defective at the time of purchase or which becomes defective in normal use during the full warranty

period. The warranty is void if the product has been altered, misused, abused or used for purposes other than those for which it was designed.

In the event of a defect, the purchaser should contact Shady Lady to report the defect. Shady Lady may request a digital photo to determine if a call tag will be issued. If Shady Lady determines the product is to be field destroyed you will be instructed to cut the cord off the defective item and send it back to Shady Lady for a credit to be issued.

Limit of product liability

Shady Lady and its suppliers shall not be liable for any indirect, special consequential or incidental damages including, without limitation, lost profits or revenues, costs of replacement goods, loss or damage to goods or services arising out of the use or inability to use this site or any product purchased from Shady Lady, damages resulting from use of or reliance on the information present, even if Shady Lady or its suppliers have been advised of the possibility of such damages.

Shipping Damages

All products are carefully packaged for safe shipping. Please inspect product immediately as damage can occur without visible box damage. Our responsibility ends when the goods are picked up at our dock. As a service to our customer's, claims for shipping damages are to be filed with the delivery carrier within 7 days. If we are not informed of damages within 3-5 days claims cannot be filed and refunds on shipping will not be issued. Damages or shortages must be noted on the delivery receipt and if necessary, an inspection report promptly filed. We will not accept any claims that are not reported within 7 days from the date of receipt. Please keep all packing materials for carrier inspection.

Return Policy

Within 30 days of the receipt of your order, you may return for a refund, less 25% restocking fees and the initial shipping cost, any lighting fixture or related product that has not been used or installed, is in its original box, and is in resalable conditions.

The following types of items and orders do not qualify for returns or refund:

- Large orders: see next section
- Light bulbs and parts do not qualify for returns unless error was fault of Shady Lady
- Items not purchases from Shady Lady
- Custom orders or products that have been built to order
- Special purchases, such as: Inventory sale items, custom quotes, Special discounts and the like
- Shipping Charges
- Rush charges and deposits

Return policy for "large orders"

Orders containing a quantity of 10 or more of a single item and orders that have a total invoice cost of over \$2000 are classified by Shady Lady as "large orders". Large Orders are not eligible for return. If you are purchasing a large quantity of an item we recommend first purchasing a sample to make sure that the product meets your requirements and that you are completely satisfied with the product. It is the customer's

responsibility to make sure they have all the necessary information and that all their questions have been answered before their order is placed.

How to return products

To initiate a return, simply email us at info@shadyladylighting.com or call us at 262-377-6848. A Shady Lady customer service representative will assist you with return questions. Returns must include the original box, packaging, and accessories. After receiving the RGA number, the customer will have 30 days in which to return the product to Shady Lady. After 30 days, the RGA will expire and no replacements or refunds will be given.

- The fixture must be enclosed in the original box with sufficient packaging material and have a Return Goods Authorization # (RGA), issued by Shady Lady, on the returned box. PRODUCTS WILL NOT BE ACCEPTED WITHOUT A RGA#.
- Please include a copy of the original packing slip, order acknowledgement or invoice inside the package with the RGA# written on it.
- Returns must be shipped prepaid and insured directly to Shady Lady.

Ship Returns to:

Shady Lady
1350 14th Ave
Suite 14
Grafton, WI 53024

Please allow 3 weeks for your return to be processed.

Products that are damaged during return shipment

If the product is damaged during shipment back to Shady Lady., Shady Lady will not be able to issue the customer a refund or credit for the product. We will inform the customer via email that the item(s) was received damaged and we will hold the damaged product up to 45 days. It is the customer's responsibility to file a claim with the shipping carrier and to instruct Shady Lady concerning the disposition of the damaged product. If Shady Lady has not received notification or response from the customer within 45 days, the item will be field destroyed.

Credits

The customer will be credited once we have received the returned item and inspected the item for damage. Please note that we will refund shipping costs only if the return is a result of our error. Rush charges and deposits are not refundable.

Credit Cards

All credits will be placed on the card used for the original purchase. Please allow up to two billing cycles for the credit to appear on your statement.