



1950 Estes Ave
Elk Grove Village, IL 60007
(800) 363-1075
www.jarvislighting.com

Terms and Conditions – Effective 6/1/2017

These TERMS AND CONDITIONS cover all sales of products and services sold by Jarvis Lighting (“Jarvis”).

- An order shall not be binding on Jarvis until approved by Jarvis at its home office at 1950 Estes Ave, Elk Grove Village, IL 60007.
- Prices stated on Jarvis’ quotation are valid for thirty (30) days. Unless specified to the contrary in a written quote, all prices are subject to change without notice.
- Net payment is due fourteen (14) days from the invoice date for credit qualifying customers. A charge of 1 ½% per month will be added to the unpaid balance on all invoices not paid on or before the due date. In the event that the Buyer breaches this provision, is insolvent, or in Jarvis’ opinion is suffering any credit impairment, Jarvis reserves the right to demand immediate payment in full for all goods ordered and, until such payment is received, Jarvis may refuse to manufacture additional goods ordered, withhold further shipments in whole or in part and recall any goods in transit.
- Jarvis reserves the right to make product changes or updates without notice.
- Jarvis warrants that all Jarvis LED luminaire products sold and installed in the US and Canada will be free from defects in material and workmanship the specified warranty for a particular product in effect on the date of the product being invoiced by Jarvis. Within the warranty period Jarvis shall repair or replace such products as are returned to us with shipping charges prepaid and which are deemed by us to be defective. An LED luminaire is considered to have failed when 10% or more of its LEDs do not light up. In the event that a power supply fails, Jarvis may, at its sole discretion, decide to replace the power supply components only. This limited warranty will not apply to any product which has been subject to misuse, negligence or accident, Acts of God, misapplied, modified or repaired, attempted to be repaired by an unauthorized person or improperly installed. Additional warranty terms and conditions apply. With the exception of this limited warranty, JARVIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.
- Jarvis’ liability for any defect or deficiency in the products or services sold by Jarvis to Buyer hereunder shall be limited to the repair or replacement of any such products or services. Jarvis’ liability for any act or omission in connection with the sale of goods or services hereunder shall be limited to the purchase price of the goods or services with respect to which the action arises, whether in contract, tort or otherwise. Jarvis shall not be liable to Buyer, or Buyer’s customer, for any indirect, special, consequential or punitive damages or damages for lost profits or revenue even if the parties are aware or have been advised of the possibility of such damages.
- Replacement or credit will be given only after Jarvis’ inspection of the goods and its agreement to the claimed substantially defective condition. All claims shall be deemed waived unless made in writing and delivered to Jarvis within thirty (30) days after receipt by Buyer. In no event will any claim be entertained: (i) after goods have been cut or used by Buyer or (ii) based upon any failure or damage which cannot conclusively be proved to have proximately and solely resulted from a defect in material or workmanship.
- Buyer shall not have the right to cancel its purchase order because of any delay or default in delivery. Orders may not be cancelled for work or shipment delayed by Buyer except with the consent, and upon the terms and conditions approved by Jarvis in writing. Such terms will include cancellation charges, payment in full for all work in progress, work finished, goods identified to the order and all other damages or losses incurred by Jarvis as a result of such cancellation or delay. • Unless otherwise agreed in writing signed by an Officer of Jarvis, all items designated as special order shall be non-cancelable or nonreturnable after the order is placed with the supplier. Under no conditions shall Jarvis be obligated to accept returns of special order products. All returns of non-special order products must be made within 30 days and accompanied by a receipt. Returned product must be in the same condition as sold. Returns outside of these terms may be allowed at the sole discretion of Jarvis.
- The sole and exclusive jurisdiction for any legal proceedings brought as a result of a purchase under these Terms and Conditions shall be in Cook County, Illinois and the prevailing party shall be entitled to recover all costs and expenses (including reasonable attorney’s and accountant’s fees).

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- These Terms and Conditions represent the entire agreement between Jarvis and the Buyer. Jarvis may amend these Terms and Conditions at any time without notice to the Buyer or any third party. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State of Illinois. No terms and conditions in any way adding to, modifying or otherwise altering the provisions stated herein shall bind Jarvis unless reduced to writing and signed, dated and approved by any Officer of Jarvis.

- Jarvis' failure to exercise any right or provision set forth herein shall not constitute a waiver of any such right or provision. If any right or provision here is held to be illegal, invalid or unenforceable under any present or future law, such right or provision shall be fully severable and the surviving rights and provisions shall be fully legal, valid and enforceable separately and in the aggregate.

Electrical and Optical Performance Notes

- Stated electrical value and performance values are, depending on the model, verified by independent test laboratory, measured at the Jarvis Corp test laboratory, or calculated mathematically using component manufacturers' data. All performance measurements are +/- 15%. LED case temperatures used for lifetime calculations are taken with luminaires operating at an ambient 25° Celsius.

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