

# Magnitude Terms and Conditions

Acceptance of purchaser's order is expressly conditioned upon purchaser's agreement to the terms and conditions set forth herein. Magnitude's order acknowledgment, together with the terms and conditions set forth herein, constitutes the final expression of the agreement between the purchaser and Magnitude and supersedes all prior oral and written statements regarding the order. Any terms in a purchaser's order are rejected, and these Terms and Conditions shall solely control.

## Terms of Payment

Net 30 from date of invoice unless other arrangements have been made with Magnitude's A/R Dept. Past due invoices will be billed for interest at a rate of 1.5% per month outstanding. All prices and product availability are subject to change without notice.

## Prices

Prices are in US Dollars to the purchaser and are shipped F.O.B Tustin, CA unless previous arrangements have been made. Title to the goods you purchase passes to you when we deliver them to the carrier. Prices do not include shipping, handling, storage, taxes or installation.

## Claims

All merchandise is packed to comply with the freight company requirements. All packaging has been tested to freight & industry standards.

Magnitude is not responsible for damage to goods which occur in transit. It is the purchaser's responsibility to examine goods upon receipt and to file any claim necessary with the carrier.

Any claim against Magnitude for invoice errors must be made by the purchaser in writing to Magnitude within 7 days after delivery. Failure by the purchaser to make any claims against Magnitude within 7 days constitutes acceptance of the goods and/or invoice.

## Submission of Order

To avoid error and/or duplication Magnitude requires all orders in writing. Telephone or verbal orders are not accepted and not binding. Purchase orders should be faxed or emailed to our office.

## Handling Fees

Orders under \$500 are subject to a handling fee of \$50. Dropship order are subject to a handling fee of \$15.

## Cancellation

The fee for cancellation is 20% of value of merchandise. Custom orders cannot be cancelled. Cancellation of custom orders will result in a full non-refundable charge for the order.

## Fees and Expenses

Purchaser shall pay any and all reasonable expenses, including, without limitation, reasonable attorney's fees, incurred by Magnitude in enforcing the terms of any agreement with, sale to, or collection of any amounts owed to it by, the purchaser.

## Jurisdiction

These Terms and Conditions and the terms of any sale or agreement between Magnitude and purchaser shall be

governed by and construed in accordance with the laws of the State of California and the purchaser hereby agrees to submit to the personal jurisdiction of Federal and State courts located in the State of California.

## Magnitude's Return Policy

To initiate a return, please complete the online Return form under Service & Support at [www.magnitudeinc.com](http://www.magnitudeinc.com). You will be asked to provide basic return information before being issued shipping instructions.

- All standard Magnitude Lighting products can be returned within 90-days from original date of purchase.
- Returns must be in new, resalable condition in original packaging to be eligible for return credit.
- All returns are subject to a 20% restocking fee.
- Customized or non-standard Magnitude Lighting products are not eligible for return credit.

All qualifying returns will result in credit to be used towards a future purchase of Magnitude product. Magnitude does not issue cash back on qualifying returns. Return credit expires one (1) year from date of credit memo notice to customer after a return is processed.

Returns for defective goods are governed by Magnitude's warranty policy and must follow Magnitude's procedure for return credit.

Magnitude reserves the right to limit or decline returns. Return credit will be issued once product has been received and inspected by Magnitude's technical support team.

## Limitation of Liability

EXCEPT WHERE OTHERWISE PROHIBITED BY LAW, MAGNITUDE AND THE PURCHASER AGREE THAT MAGNITUDE'S LIABILITY ARISING FROM THIS SALE OR FROM ANY PRODUCTS PURCHASED FROM MAGNITUDE SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCTS SOLD TO THE PURCHASER, AND THAT MAGNITUDE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, OR LOSS OF BUSINESS, PROFITS, OR GOODWILL) THE MAGNITUDE WARRANTY SHALL CONSTITUTE THE PURCHASER'S EXCLUSIVE REMEDY AND WARRANTY.

## DISCLAIMER

EXCEPT WHERE OTHERWISE PROHIBITED BY LAW, AND EXCEPT AS IDENTIFIED IN THE MAGNITUDE WARRANTY, ALL PRODUCTS PURCHASED FROM MAGNITUDE ARE PROVIDED 'AS IS', AND MAGNITUDE SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS, QUALITY, NON-INFRINGEMENT OR QUIET ENJOYMENT.