



Design Distribution Design Illuminotechnique

Terms of Sale + Delivery 2022

These general terms of sale and delivery apply to all Pro Design Distribution ["Pro"] purchases by any person or entity [the "Purchaser"] who sends to Pro a purchase order or confirms a purchase with Pro by making a payment for goods and services [the "Product(s)"] sold by Pro.

The following general conditions of sale apply and form an integral part of agreements and sales contracts entered into by Pro, offers put forward by Pro and any order confirmations forwarded by Pro to the Purchaser, unless and to the extent that Pro has accepted or expressly specified different conditions in writing.

Pro shall not be bound, even through implied consent, by general purchasing conditions drawn up by the Purchaser, which shall not therefore be in any way applicable to any sale concluded by Pro.

1. Customer Satisfaction

Pro Design Distribution stands behind the quality of all the products it sells and strives to make your experience working with us as efficient as possible. We represent a very limited number of manufacturers with the intention of working only with suppliers whose commitments to quality are as high as our own.

If there is any issue with an order or if you have any questions, please contact us at 202-391-7099, Monday – Friday from 10:00a – 5:00p ET. You may also contact us via e-mail at pro@pro-distro.com. If you would like to return an item purchased from Pro, please see our Returns/Cancellations/Refunds policies [Section 7] below.

2. End-User Client / Retail Sale

For the purposes of this agreement, the term "end-user client" shall mean any client who pays for a purchase from Pro without submitting a written purchase order in advance of the purchase, and the term "retail sale" shall mean any purchase that occurs without the submittal in advance of a written purchase order. Most often, these relate to purchases that are not commercially pre-planned by a Pro Technical Sales Representative.

3. Contractual Basis

In principle, purchases are covered by these terms of sale, and Pro relies exclusively on the below-mentioned exceptions or on a written agreement entered for a specific transaction. Thus, Pro does not accept any terms of sale stipulated by the Purchaser before or after the issue of the order confirmation, unless agreed to and thereafter confirmed in writing by Pro.

4. Quotations / Purchase Orders / Confirmations

While Pro makes every reasonable attempt to deliver accurate quotations, the Purchaser is solely responsible for preparing product specifications and for confirming the accuracy of the quotation received

from Pro. The Purchaser shall submit a written purchase order to Pro, which shall indicate at a minimum: (a) identification of the products by name, material, and item code number; (b) quantity; (c) the billing [SOLD TO] address and contact; and (d) the delivery [SHIP TO] address and contact. An offer quoted by Pro is not binding until Pro has issued an order confirmation [Confirmed Order, or "CO"]. The order confirmation and these general terms constitute the purchase agreement entered between the Purchaser and Pro. Once an order is confirmed by Pro, our confirmation is final and binding.

Purchase orders of the Purchaser are not binding upon Pro. The order shall be considered accepted by Pro upon issuance of our order confirmation.

When placing an order with Pro, the Purchaser acknowledges that he or she is familiar with these general conditions of sale.

5. Custom and Special Product Orders

Orders for modified, custom or special Products may be subject to minimum-quantity requirements and to a development charge by Pro of up to 5% (five percent) of the sales price. Orders for custom and special Products require a non-refundable 50% (fifty per cent) deposit, are non-cancellable once confirmed in writing by the manufacturer, and non-returnable once delivered.

6. Changes to Confirmed Orders

Requests for changes to a confirmed order must be submitted in writing to Pro within 7 (seven) calendar days of receipt of the original order confirmation from Pro and are subject to acceptance at Pro's sole discretion. Accepted changes will be subject to revised delivery dates. The Purchaser is obligated to accept any goods already shipped or delivered.

7. Returns / Cancellations / Refunds

Pro accepts returns only for goods that are proved to be faulty or that were incorrectly delivered. In these 2 (two) instances, Pro will correct the error and re-ship at its cost or, if that is not possible, will issue a refund or a credit. If not otherwise faulty or defective, the returned merchandise must be in new, unused, non-installed condition, and must be in the original packaging.

Pro must be notified of your request to return no later than 7 (seven) calendar days from delivery of the Product.

No return requests will be accepted after the seventh calendar day from the date of delivery. No return will be accepted without a Return Authorization from Pro. Returns must be made according to Pro's written authorization and return-shipping instructions. Unauthorized returns will be returned to the sender freight collect.

If a Return Authorization is issued, the Product in question must be received at the return address indicated by Pro within 15 (fifteen) calendar days of the issue date of the Return Authorization for credit to be processed.

In the case where Pro accepts a return of Products that are neither faulty nor incorrect, a 25% (twenty-five per cent) restock fee will be deducted from the credit amount. Return-freight costs are the responsibility of the Purchaser. Shipping and handling charges are non-refundable.

Please allow a processing time of three to four weeks for refunds of over USD 1000.00.

Pro will communicate the receipt of any unauthorized returns to the Purchaser, which will not be credited. Such material will be available to the Purchaser for a period of 30 (thirty) calendar days from the date that the notification is sent, following which Pro reserves the right to dispose freely of the Product in question.

In the case where Pro accepts an order cancellation, a cancellation fee [see also "Cancellation Fees" immediately below] will be deducted from the credit amount. This fee will apply in the event of cancellation after your order has been confirmed and prior to the dispatching of the order.

Cancellation fees: 15% (fifteen percent) of the sales price will be charged to the Purchaser if the cancellation takes place within the first 15 calendar days from the order confirmation, 30% (thirty percent) of the sales price if the cancellation takes place between 16 and 30 calendar days from the order confirmation, and 50% (fifty percent) of the sales price if the cancellation takes place more than 30 calendar days from the order confirmation.

The following types of items and orders do not qualify for cancellation, return or refund: special purchases, such as inventory sale items, discontinued items, and custom quotes; housings; and Products and invoices labeled 'Special Product', 'Custom Product', 'Made to Order', 'Final Sale', etc.

8. Purchase Price

The purchase price is quoted in US dollars [USD] in the price quote and/or order confirmation exclusive of DC sales tax and other indirect taxes, shipping fees and delivery. Pro may adjust the purchase price if overall manufacturing costs increase due to unforeseen circumstances such as an increase in the price of raw materials, direct and indirect taxes, etc. Prices are subject to change without notice. If the Purchaser has an open quote with Pro that is older than 30 (thirty) calendar days, Pro may re-quote the items to reflect any recent changes in price.

9. Shipping + Delivery

When the terms and conditions of delivery have been agreed, the expected lead times quoted at the time of purchase must be construed as non-binding estimates. Pro cannot and does not guarantee delivery times. Under no circumstances shall Pro have any liability for loss, including loss of use, production, profit, or any other operational loss or for any direct, indirect, or consequential damages resulting from delay regardless of the reasons for the delay. By placing an order, the Purchaser agrees to waive all claims against Pro arising from delivery delays. See also Section 10, below.

Pro handles shipping and determines the method of dispatch. The Purchaser may select an alternate shipping method other than that normally offered by Pro, the charges for which shall be at the Purchaser's expense and responsibility. Special or unusual packaging, shipping, or handling could be subject to an additional charge, to be quoted prior to order confirmation. Other shipping and delivery terms and conditions must be agreed separately. At the moment of delivery, the delivered Products become the property and responsibility of the Purchaser. If the Purchaser will not accept delivery of the Products when Pro is ready to deliver them, Pro may transfer the Products to storage. All transfer, storage and insurance costs (if applicable) will be at the Purchaser's expense.

Pro reserves the right to ship Products in partial consignments; the Purchaser is always obliged to collect/receive the Product, even if it is delivered before the estimated delivery date or after that date.

10. Delivery Times / Lead Times

The delivery times (lead times) stated in the price quote or confirmed order or verbally quoted are intended merely as a guideline. Failure to respect such times will not impose any penalty or entitle any party to claim compensation of damage of any kind.

Working days/weeks are approximate and should be considered as the days/weeks generally estimated as necessary to manufacture the product and do not represent delivery times. The times envisaged for the preparation of customs documents, for transportation and for delivery are therefore excluded.

The delivery date will be automatically extended by a period equivalent to any delay on the part of the Purchaser in the performance of the obligations provided for below: a) settlement of any share of the price owed by the Purchaser; and b) the passing on by the Purchaser to Pro of any additional working orders, technical data, or other instructions for the preparation of the goods.

11. Payment

Unless otherwise stated, Pro's terms of payment are 100% (one hundred percent) at the time of order placement. Deposit terms of 50% (fifty percent) down payment at the time of order placement may be negotiated for orders valued at USD 25,000.00 or more, or that have extended delivery dates, in which case the balance will be due prior to dispatch. In the case of special products, Pro reserves the right to require a down payment of 50% (fifty per cent) of the sales price of the Product, which must be paid to confirm the order and therefore the lead times.

12. Conditional Sale

To the extent that conditional sale is permitted under current legislation, the products remain the property of Pro and/or its suppliers until payment has been made.

13. Product Consistency

Pro guarantees that the Products meet the specifications set out in the order confirmation – subject, however, to the level of tolerance deemed acceptable by the industry. Irregularities in the hues and textures of certain glass, metal and fabric are integral to the character of Products using natural materials. As such, color and finish matches cannot always be guaranteed. If an exact color match is required, a color or finish sample for approval must be requested at the time of order quotation.

The manufacturers of all Products sold by Pro reserve the right to modify their products at any time and without notice. Pro will do its best to keep the Purchaser informed of any modifications that might affect the Purchaser's Project but does not accept any responsibility for doing so.

14. Product Suitability

Pro does not guarantee Product suitability for specific purposes unless specifically requested by the Purchaser and this is specifically mentioned in the purchase order. Otherwise, determination of product suitability is the sole responsibility of the Purchaser.

15. Installation

Installation is always excluded. Pro is not responsible for the installation of products sold by Pro.

16. Light Bulbs [Lamps]

Light bulbs (for luminaires with lamp sockets) are not automatically supplied with light fixtures and are excluded unless otherwise indicated.

17. Obligation to Examine Products

The Purchaser is obliged to examine the Products carefully upon receipt and to report and describe in writing to Pro any Product defect that he/she has or ought to have noted without undue delay and not later than 7 (seven) calendar days from delivery. The Purchaser is not entitled to later invoke any defects which would have been revealed by such examination.

18. Defects

Corresponding to our quality standards, Pro strives to supply first quality Products to all customers. Pro's defects liability period expires 12 (twelve) months after the date of delivery. Pro is not liable for any defects resulting from transportation, storage, faulty treatment, and the general negligence of third parties.

19. Claims

Pro and its suppliers carefully pack and deliver our Products in excellent condition to the carrier who accepts it in excellent condition and agrees to deliver it in excellent condition. Upon delivery of the Product, the Purchaser shall inspect the shipment for integrity and completeness. Any visible damage or quantity discrepancies must be noted upon receipt of the order and must be communicated to Pro, in writing, within 7 (seven) calendar days of delivery. Pro may require at its discretion photographic proof to accept and process a claim. Shipments with obvious damage should be refused by the receiver. Failure to submit a claim in this manner and within the seven-calendar-day period shall constitute irrevocable acceptance of the Products and admission by the Purchaser that the delivered Products fully comply with all terms, conditions, and specifications of the order. Please refer also to the Limited 2-Year Warranty [Section 25] below.

20. Adviser Responsibility

Advice provided by Pro on the specific suitability of the products is indicative only. As the Purchaser's application and use of the Products are beyond the control of Pro, Pro is not liable for the Purchaser's actual use of the Products. Pro is not liable for any damage or loss arising out of the Purchaser's incorrect or unusual application of the Products. Please refer also to Section 23, "Product Liability".

21. Assistance On-Site

Assistance on-site is excluded; if such assistance is required, also for technical meetings with other parties involved in the project, fees will be due for such services for every Pro technician present on site, at the rates of USD 137.00/hour or USD 795.00/day, depending on the level of assistance required, together with any travel, board, and lodging expenses.

22. Marketing

Any reference to Pro and its Products for one's own promotional purposes is subject to the written permission of Pro.

23. Product Liability

Pro is not liable for any damage resulting from the incorrect or unusual use of the Products. Pro does not accept complaints where local electrical installation guidelines have not been observed. It is the Purchaser's responsibility to determine the suitability of Pro's products prior to purchase and confirmation of an order.

Pro will do its best to help the Purchaser in rectifying the complaint in a manner deemed appropriate by Pro; however, such rectification shall exclude monetary compensation for operational loss, loss of time or other indirect loss.

24. Force Majeure

Neither the Purchaser nor Pro as supplier have any influence on unforeseen events. None of the parties, therefore, are liable for the non-performance of the agreement due to circumstances that are or were impossible to foresee (force majeure). This applies, however, only to the extent and if said circumstances prevents either party from meeting its obligations under this agreement. The below-mentioned

circumstances are considered a cause of exemption on the part of Pro and the Purchaser if they render the performance of the agreement impossible or unnecessarily onerous: inclement weather, trade disputes, and unforeseen events such as fire, war, mobilization or military call up, application, seizure, amendments to regulations, currency restrictions, revolution or civil unrest, insufficient transportation, general shortage of materials, restrictions on the use of electricity, and the shortage or delay of deliveries from sub-contractors due to any of the above-mentioned circumstances.

25. Limited 2-Year Warranty

For 24 (twenty-four) months after the date of delivery, Pro warrants the Products it sells against defects in workmanship and material, provided that the Products are used under the conditions for which they were designed and installed according to the manufacturer's instructions. The warranty shall not apply to damage caused by third parties, assembly or installation that is either incorrect or fails to comply with the specifications set out in the instructions supplied, tampering with the appliance, overcharging the mains supply or chemical effects.

Normal wear and tear on the Products and damage caused by ultraviolet light, water, sea air or extreme changes in temperature are expressly excluded from the warranty. Pro shall assign to the Purchaser any warranty from its suppliers that surpasses Pro's own standard warranty. Products sold as works of art are explicitly excluded from this warranty.

Products that do not conform to the description and/or which are defective in material or workmanship will be replaced, repaired, or credited at the original purchase price at Pro's option, in accordance with Pro's Claims policy. The aforementioned is Pro's sole obligation and the Purchaser's sole remedy for resolving a claim.

For the lifetime of the Product sold by Pro, so long as it is in use by the original Purchaser, Pro will offer the Purchaser its assistance in resolving any issues with the Product or its use. Pro warrants that all Products recognized as being defective will either be replaced or repaired at its premises, at its expense, provided that the Purchaser has complied fully with the relevant claim terms.

Invoices for repairs carried out by third parties will not under any circumstances be recognized by Pro.

Pro will not, under any circumstances, be held liable for any injury to third parties or damage to property resulting from incorrect installation or from modifications made to the Products by the Purchaser or by third parties.

26. Applicable Law

Any dispute in connection with deliveries from Pro must be settled in accordance with District of Columbia law.

27. Privacy Policy

Pro does not retrieve any information from your computer when placing user cookies. Pro will never share or sell your email address or other personal data or contact information to third parties. Pro reserves the right to use this data to enforce the Sales and Delivery terms or to prevent fraud or other illegal activities.

Pro Design Distribution reserves the right to change these Terms of Sale and Delivery without notice.

For further information: +1 202 391 7099 www.pro-distro.com

© 2022 Pro Design Distribution®. All rights reserved worldwide.

Effective April 2022