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## POLICIES, TERMS AND CONDITIONS – ALL CUSTOMERS

ILLUMINATING DESIGN INC. does not warrant service work caused by customer adding lighting to that installed by ILLUMINATING DESIGN INC. There will be a service charge for any service calls created by GFI issues or customer adding lighting or electrical elements to circuits used by ILLUMINATING DESIGN INC. Customer is to ensure there are electrical outlets within a reasonable distance (within 50 ft) and all electrical is working properly prior to installation.

ILLUMINATING DESIGN INC. does not give credits or refunds due to delays or outages caused by weather conditions or acts of God.

ILLUMINATING DESIGN does not manufacture products and products are subject to manufacturer’s warranty if applicable. In the event of product failure on any product purchased through ILLUMINATING DESIGN, INC we will contact the manufacturer on your behalf for a resolution but cannot guarantee a replacement.

ILLUMINATING DESIGN INC. can use photos of jobs for advertising purposes only. (UNLESS OTHERWISE STATED)

Payment schedule. No install will be started unless balance due is current. No refunds will be given for any reason, including order cancellation, on monies already paid. No refunds will be given once work has begun and customer is responsible for 50% of the remaining balance. Any order cancellation must be in writing to ILLUMINATING DESIGN, INC at the above address. Any expenses incurred by ILLUMINATING DESIGN, INC. prior to receiving written notice of cancellation will be invoiced to the customer. In the event an invoice remains open for more than 30 days a 1.5% per month service charge will be added to remaining balance. A \$35.00 NSF fee applies to any returned check. Schedule of payments varies by the type of job.

If you are a customer who owns their product, be sure that all product is in working condition when it is put out for installation. If you would like for us to test product prior to installation there is a charge of \$60 per man hour payable at time of service. Please let us know no later than July 1 if you would like to schedule time to test your products. Recommendations will be made at that time for products that need to be replaced. Customer assumes all responsibility for replacement cost of damaged or non-working product. Otherwise product will be installed as given to the installation crew and if anything is not in working condition there will be an additional service call charge plus the cost of the product to install new product. There will be no credits given for customer owned product, installed or not, that was not tested by ILLUMINATING DESIGN and is not in working condition. In order for new product to match your existing product and conform to commercial product quality and standards all replacement products must be purchased through ILLUMINATING DESIGN INC. Please let us know now if you know there is product you want to replace. Customer also assumes all storage responsibility of product.

Any issues with quality of install must be reported to ILLUMINATING DESIGN at the address and phone number above within 48 hours of completion.

We will use telephone numbers and email addresses you provide to us to communicate with you in person or electronically. We will make several attempts to deliver a message and we may use more than one delivery method if we are not confident you have received the message. Our communications with you can include install date reminders, schedule changes, account notices, satisfaction surveys, new season announcements etc.

ILLUMINATING DESIGN INC. warrants title and that all services and products used conform to the label description. There is no other warranty or responsibility of any kind, expressed or implied, concerning the goods or services.

There is no implied warranty of merchantability or fitness of the goods for any particular purpose and no such warranties shall be implied by law. The exclusive remedy against ILLUMINATING DESIGN INC. for any cause of action is a claim for damages and in no event shall that exceed the price of the specific goods or services that caused alleged loss, damage, injury or other claim.

ILLUMINATING DESIGN INC. shall not be liable and all claims against ILLUMINATING DESIGN INC. are waived. For special, direct or consequential damages or expenses of any nature including, but not limited to, loss of profits or income, property loss or damage, labor charges and freight charges whether or not based on ILLUMINATING DESIGN INC.’s negligence, breach of warranty, strict liability in tort, or any other cause of action.

NO LIABILITY HEREUNDER SHALL BE ASSERTED UNLESS ANY LOSS, DAMAGE, INJURY, OR OTHER CLAIM IS REPORTED TO ILLUMINATING DESIGN INC. IN WRITING WITHIN 1 WEEK OF TAKE DOWN. FAILURE TO GIVE NOTICE OF ANY CLAIM IN WRITING WITHIN SUCH TIME PERIOD SHALL CONSTITUTE AND ABSOLUTE AND UNCONDITIONAL WAIVER OF SUCH CLAIM.

By signing and placing order I agree to ILLUMINATING DESIGN INC. Policies, Terms and Conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed \_\_\_\_\_ Title \_\_\_\_\_