

# DREAMSCAPE LIGHTING MFG., INC.'S TERMS AND CONDITIONS

DREAMSCAPE LIGHTINGMFG. INC.  
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**TERMS AND CONDITIONS OF SALE:** The following Terms and Conditions will govern all transactions between DREAMSCAPE LIGHTING MFG., INC. and any party placing orders with or otherwise purchasing products sold by DREAMSCAPE LIGHTING MFG., INC. By placing an order with DREAMSCAPE LIGHTING MFG., INC., the customer acknowledges its unqualified acceptance of these terms and conditions.

**PAYMENTS:** Prepaid unless otherwise specified upon open credit account acceptance. A finance charge of 5% per month will be charged on past due accounts. **CUSTOM ORDER POLICY:** It is Dreamscape's policy to require 50% deposit to initiate custom orders and 50% deposit for all orders over \$7,000. If a Custom Order or Purchase Order is cancelled, there will be an 80% restocking fee to offset the losses in engineering, production, and inventory costs.

## PRICING INFORMATION:

1. DREAMSCAPE LIGHTING MFG., INC.'s quotation numbers must be referenced and P.O.s must include the quoted prices. Failure to include this information will result in orders being charged at standard distributor price. Quotations are our interpretation of the requirements and include only the material listed and described on the quotation. Quotations terminate 30 days after issue date, unless otherwise stated.
2. DREAMSCAPE LIGHTING MFG., INC. reserves the right to reject orders with incorrect pricing and/or terms.
3. Prices, packaging, specifications are subject to change without notice and are those in effect at the time of shipment.
4. All quoted prices are subject to change in the event of any increase in raw material or energy costs. All clerical, typographical and mathematical errors in any quotations are subject to correction by DREAMSCAPE LIGHTING MFG., INC.

## DREAMSCAPE LIGHTING MFG., INC.'S LIMITED WARRANTY:

1. DREAMSCAPE LIGHTING MFG., INC. warrants that its products will be free from defects in material and workmanship from date of shipment provided they have been used in accordance with factory recommendations and installed according to the National Electrical Code (NEC). Upon notification of a warranted defect, DREAMSCAPE LIGHTING MFG., INC. will, at its option, repair or replace any products found to be defective. The following warranty period applies:

-Solid Brass Construction-No Rust	1 Year
-L.T. F. Transformers	3 Years
-Sebco Driver	3 Years
-Magnitude Drivers	1 Year
-Ballast	1 Year
-Sockets	1 Year
-LED Linear – Surface Mount	2 Years
-LED – High Power – Surface Mount	2 Years
-LED – Surface Mount	2 Years
-Paint Finishes	1 Years
-LED Recessed Linear	3 Years
-Lutron Drivers	3 Years
-Gaskets	2 Years

- No warranty on fluorescent lamps.
2. In no event will DREAMSCAPE LIGHTING MFG., INC. be liable for any consequential, indirect or special damages, nor shall DREAMSCAPE LIGHTING MFG., INC. be liable for transportation, labor or other charges arising out of the removal or reinstallation of its products. Liability for breach of warrant is limited to the cost of repair or replacement of the warranted product.
3. A covered warranty date starts on date material is shipped from factory.
4. Dreamscape's obligation under this warranty does not extend beyond the initial cost of the product. Accordingly, any consequential damages arising out of a defect are expressly excluded. This warranty shall not apply to products which have been altered or repaired outside of Dreamscape's factory, nor shall it apply to defects for which written notice thereof is not received by Dreamscape within one year from date of purchase. Wet location products may exhibit signs of moisture inside fixture and would not be considered defective.
5. All wet location fixtures should have their gaskets replaced every two years to maintain water resistant capabilities.

6. Warranty does not apply to any products that have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, vandalism, improper installation, improper packaging of products returned to Seller, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair by someone other than Seller.
7. Warranty does not cover damage due to power surges, power spikes, or the application of voltages outside the acceptable range of voltages as defined in product specifications. Also not covered is the application of DC (direct current) power when AC (alternating current) power is required (or vice versa), and the use of non-approved electronic transformers and dimmers.
8. Warranty does not cover 'Acts of God' such as lightning, floods, hail, tornado, fire, earthquake, hurricanes, and other extreme weather events.
9. Warranty does not cover water damage to products (not specifically sold as underwater products) that have been submerged in water, mounted in an incorrect orientation, improperly assembled, or been subject to excessive contact with water spray from irrigation nozzles or drainage flows.
10. Transformers must be installed according to provided instructions – evidence of improper mounting or wiring voids the warranty. Transformer housings, when mounted on oceanfront properties must be protected from direct contact with salt spray.
11. It is normal for natural brass and copper finishes to patina, oxidize, and change colors. It is also normal of other types of finishes such as powder coatings to discolour or blister when exposed to sunlight, irrigation systems, reclaimed water, sea water, acid rain, and other sources of aggressive agents. These coatings may also be affected by physical factors resulting in damage to the coatings. These changes are not covered by warranty.
12. These warranties extend only to the product ownership by the original purchaser and are void when the original purchaser ceases to own the product. These warranties are not transferable whether to heirs, subsequent owners, or otherwise.

**SHIPMENTS:**

1. All orders are F.O.B. shipping point and NO FULL FREIGHT ALLOWED.
2. DREAMSCAPE LIGHTING will use its discretion in routing all shipments.
3. DREAMSCAPE LIGHTING shall not be held liable to delay in shipment regardless of cause. Ship dates are approximate and based on factory conditions at the time the order is accepted.

**PREMIUM FREIGHT:** DREAMSCAPE LIGHTING MFG., INC. will provide premium freight services based upon customer requests. Customer is responsible for all transportation and handling charges. All premium shipment requests require the customer to provide DREAMSCAPE LIGHTING MFG., INC. with an account number for the requested freight service provider. Under no circumstances will DREAMSCAPE LIGHTING MFG., INC. accomplish these premium services at their expense.

**CLAIMS:** All claims for shortages and damages must be made within 15 days of shipment. Claims beyond 15 days will not be allowed.

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND WITHOUT EXCLUDING THE GENERALITY OF THE FOREGOING, EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY. IN NO EVENT SHALL DREAMSCAPE BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES.**

**RETURNED MATERIAL:**

1. Returned material will not be accepted without written authorization by DREAMSCAPE LIGHTING MFG., INC. All Dreamscape products are made to order. Cancellations of an order after placement will be subject to a minimum 60% restocking charge.
2. All returned material is subject to 80% restocking charge. (Special orders and lighting products will be handled on a case by case basis).
3. All returned material must be in original packaging to receive credit.
4. All returned material requests must be submitted with either invoice numbers or purchase order numbers in order to process the request.
5. All returns other than defective materials must be returned freight prepaid no other methods of return transportation will be accepted unless specified otherwise.
6. All returned material is subject to inspection. DREAMSCAPE LIGHTING MFG., INC. reserves the right to refuse credit on any material deemed as non-resalable.