

## Architectural Product Terms and Conditions

**Type of Order:** This document applies to orders placed for all Cerno Architectural products. For orders of Cerno decorative and Revelite products, please refer to our other terms and conditions documents.

**Acceptance:** Cerno accepts purchase orders, sent in writing, on the condition that Buyer agrees to the terms and conditions set forth herein, unless different or additional terms have been agreed to previously.

**Pricing:** All orders are subject to price in effect at time order is placed. All prices are FOB our factory, Aliso Viejo, California. Prices are subject to change without notice. All prices are in U.S. dollars. Prices will be honored as quoted for a period of 60 days unless otherwise indicated on quotation. Prices do not include taxes, shipping, or installation unless specifically shown on quotation.

**Payment Terms:** Our standard payment terms are 50% deposit / balance due at time of shipment, unless other terms have been arranged prior to purchase order being accepted.

**Credit Card Payments:** For orders above \$2000 there is a 3% transaction fee on payments made with a credit card. We accept Visa, MasterCard, Discover, and American Express.

**Minimum Order:** There is no minimum order amount for established accounts. Custom orders are evaluated on a case by case basis.

**To Place an Order:** All orders must be received at our factory in writing. Orders may be emailed to [sales@cernogroup.com](mailto:sales@cernogroup.com), or mailed to: 22892 Glenwood Drive, Aliso Viejo, CA 92656. Verbal orders cannot be processed.

**Hold for Release Orders:** Orders received with the designation "hold for release" will not be processed until a ship date or release is given, in writing. No materials or components will be ordered, nor will production be scheduled, until that time. Lead times quoted are based upon receipt of a release/ship date.

**Lead Times:** Lead times stated on quotes are based on the date of inquiry and are subject to change. Lead times begin at the time of receipt of deposit and, if required, approval of construction drawings.

**Design Changes:** Changes that are requested after the time of quoting may result in changes to price and lead time. Changes that are requested after a purchase order is received will result in additional costs and a later delivery date.

**Shipping:** Cerno only ships to addresses within the United States of America and Canada. Cerno does not grant freight allowance. All shipments will be made via the carrier of our choice, unless instructed in writing to use a specific carrier. Crating charges will be included in the price. All shipments are FOB Factory and Buyer will handle all claims for loss and/or damage with the carrier. Various carriers have Special Service charges that they provide, these will be added when they occur and will be available for review upon request. We will exert every effort to ship orders complete and on time. If an order can be shipped partial, or early, please indicate that on the purchase order.

**Delayed Acceptance:** If Buyer is unable to accept an order in accordance with the ship date shown on our order confirmation, Buyer will be billed on the original requested ship date, and storage charges will accrue from that date. Storage fees will depend on the physical size of the order. If a specific delivery date is required prior to our quoted lead time, it must be specified on the purchase order.

**Cancelations:** Orders for Cerno Architectural products cannot be canceled once a PO has been received. Deposits are non-refundable.

**Returns:** Cerno Architectural products cannot be returned.

**Expediting:** There is a 10% fee for expediting. Not all orders can be expedited and requests to expedite are evaluated on a case by case basis.

**Damaged Goods and Missing Items:** If an item is received that was damaged during shipment, or an item is missing from a shipment, a replacement will be sent only if reported within 72 hours of receiving the shipment, the original packaging is kept for inspection by the carrier if necessary, and photos are provided. Please call 949-715-1534 or email [customerservice@cernogroup.com](mailto:customerservice@cernogroup.com) to report any damage and Cerno will provide further instruction.

**Warranty:** Cerno warrants its architectural lighting products to be free of defects in workmanship for a period of five (5) years from date of purchase. Should a problem arise in a product during this period, the product will be repaired or replaced at our option. Auxiliary equipment supplied with our products, such as LED drivers, carry the warranty of the manufacturer. All costs to remove and/or reinstall at jobsite are the responsibility of the purchaser, as are all shipping charges. Cerno is not responsible for damages caused by improper installation, maintenance or operation. Any damage caused by repairing a Cerno product with parts not approved by Cerno will void warranty. Warranty does not cover wood or fabric fading due to negligence or excessive exposure to direct sunlight or moisture, unless the product is specifically presented for use in these environments. Our warranty extends to the original purchaser only.

**Care and Maintenance:** All products should be cared for with instructions applicable to that product, failure to do so may void product warranty.