

Terms and Conditions

Prices

Prices include lamps unless noted in Ardron-Mackie's quotation. Quotations are valid for thirty (30) days from the date on the quotation unless otherwise agreed to in writing. Orders requesting shipment more than sixty (60) days after the order is placed, or orders delayed by the purchaser for any reason shall be subject to an increase in price.

Minimum invoice amount is \$250.00 net.

Hold Orders

Orders designated as "Hold for Release" will not be scheduled for production until a written release for manufacture is received by Ardron-Mackie. Hold orders requesting that Ardron-Mackie submit drawings for approval require a non-refundable advance payment of \$300.00 or 10% of the total order price, whichever is greater. This amount will be deducted from the final invoice amount.

Terms

Standard terms of payment are net thirty (30) days from date of invoice, subject to approval of credit applications. Discounts, if granted, are as set forth on the face of the invoice. Delinquencies are subject to a 2% service charge per month.

All orders are subject to acceptance by Ardron-Mackie and are contingent on Ardron-Mackie's ability to secure the necessary material and labour.

Deposits of 35% of total invoice value are required on all custom orders. Orders must be accompanied by a deposit check for such amount as specified at the time of order is accepted by Ardron-Mackie. An additional 35% is due at the time of shipment and must be received by Ardron-Mackie prior to the shipment of the goods. The balance is due on net thirty (30) day terms.

Shipping Dates

Shipping dates given are Ardron-Mackie's estimates only and should not be considered a fixed or guaranteed date. Ardron-Mackie shall not be responsible for any damages, penalties or charge backs of any kind resulting from delayed shipments or its inability to ship by the acknowledged shipping date. Goods cannot be returned and orders may not be cancelled for failure to meet estimated delivery dates.

Complete Shipments

Unless otherwise requested in writing and paid for by the Customer, orders will be shipped complete when the entire order is ready. Ardron-Mackie reserves the right at its sole discretion to make partial shipments.

Warranty

Ardron-Mackie guarantees to the Purchaser, for one year from the invoice date, that all products are free from defective materials and workmanship when shipped. The guarantee described herein shall be in lieu of any other express or implied warranties or guarantees of any kind.

Should any defects in material or workmanship appear within the period of the guarantee, Ardron-Mackie will repair or replace, at its option, without charge, those items found to be defective. We reserve the right to determine the best method for correcting such defects. No labour charges in connection with such defects will be reimbursed by Ardron-Mackie without prior written approval. Ardron-Mackie's liability under this guarantee shall be limited to such repair or replacement and the purchaser agrees that no other remedy will be sought including incidental or consequential loss.

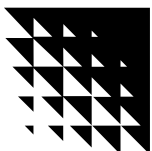
Ballasts, transformers and lamps carry the warranty of the manufacturer of that equipment. Ardron-Mackie assumes no responsibility for damages resulting from the improper selection or installation of its products or for labour costs involved in repair or replacement.

Cancellation

All released orders will bear a 50% cancellation charge on standard items, and 100% on all custom manufactured items. Cancellation charges will be invoiced on notification of cancellation and will be subject to normal payment terms.

Damage Claims

All orders are shipped F.O.B. our Mississauga, Ontario Canada plant and it is the responsibility of the Purchaser to claim damage on the freight company. Any claims must be registered and Ardron-Mackie advised within ten (10) days of receipt. Failure to make such a claim shall waive the right of any claims.



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