

Terms & Conditions

General

These General Terms and Conditions of Sale (the "Terms") apply to the sale of all products ("Products") sold by Meteor Illumination Technologies, Inc. dba Meteor Lighting ("Meteor" or "Seller") to the party purchasing such Products ("Buyer"). All quotations issued by Seller and all orders placed by Buyer are subject only to these Terms, to the exclusion of any other terms, whether in verbal, written or other form. The buyer's acceptance of the provisions of Meteor Lighting's Terms and Conditions as recited herein shall be conclusively presumed on Buyer's placement of order with Seller or Seller's appointed Sales Agencies.

Offers / Orders

All orders must include a formal Purchase Order (PO) from Buyer. All offers made in any form remain non-obligatory. No contract for the sale of Products shall be binding on Seller until confirmed in writing to Buyer, and any order of Buyer shall only become binding on Seller once confirmed in writing by Seller. In no event will verbal promises or arrangements made by or with Seller's personnel or representatives bind Seller unless confirmed in writing by Seller. **All orders are considered custom and are non-cancelable and non-refundable.**

Title & Claims

Title to all Product shall pass from Seller to Buyer upon shipping. The carrier assumes all responsibility for safe delivery. Shipments should be inspected by the Buyer immediately upon receipt for transportation loss or damage and any necessary claim reported immediately to Seller. Buyer must not reject or return any shipments, unless directed to do so by Seller. For shipments that are freight allowed by Seller, all claims for loss or damage in transit must be made by freight broker (3PL) to carrier. Where Buyer arranges prepaid freight or specifies carrier, Buyer must file any claims directly with the carrier. Seller is not responsible for freight costs, including expediting fees, in excess of initial freight allowance for replacing products damaged in transit.

Estimated Shipping Dates

Standard lead times are 4 to 6 weeks and may be longer for custom products. An estimated shipping date (ESD) will be provided with written order acceptance. Lead times apply starting from the time of written order acceptance and release. Seller will make commercially reasonable efforts to accommodate expedite requests when possible. Depending on circumstances, expedite production and shipping fees may apply when accommodating such requests. Seller assumes no liability for late shipping, howsoever caused. Seller reserves the right to extend the shipping date due to changes in work circumstances, or if Buyer fails to perform any act that it has undertaken. Seller shall not be liable for any damages due to delay or default in shipping products.

Fitting / Installation	Buyer is solely responsible for the correct and safe installation of Products purchased. In no event will Seller be held responsible or liable for any damages or loss due to incorrect or unsafe installation of the Products, including without limitation installation that does not conform to all applicable instructions, laws, codes and best practice, nor for any tampering with the Products, Product label or documentation, and/or misuse of the Products.
Cancellations & Postponements	Unless otherwise agreed in writing by Seller, Buyer shall not be entitled to change or cancel orders for Products that have been accepted by Seller in writing. In the event Seller agrees to cancel an open order, a fee of 50% of the invoice price will be assessed. Seller may increase or reduce this amount to reflect actual sunk costs at their discretion. Postponement of orders by Buyer shall only be allowed with the prior written approval of Seller and may be subject to cancellation or handling and storage fees beyond 30 days.
Product Returns	All sales are final upon shipping. No product will be accepted for return.
Liability & Indemnification	Except as otherwise mandated by applicable law, Seller's liability for damages and losses of any nature whatsoever is strictly limited to the amount actually received by Seller from Buyer for the specific Product delivered which has failed in breach of Meteor's Limited Warranty. In no event will Seller be liable for any indirect or consequential damages, or for any costs, losses or damages which may be incurred by Buyer or by any third party in connection with the replacement of faulty Products, all as detailed in the Warranty Terms and Conditions. The illustrations and drawings of Products which may appear in Seller's catalogues or website are solely intended to provide a general impression of the Product. Seller accepts no liability for any damage whatsoever arising out of any differences between product supplied and any illustrations, drawings or installation documents of Products.
Errors & Changes	Every effort is made to avoid error, but Seller cannot be held responsible for any errors or omissions. Seller reserves the right to correct errors or omissions in quotations, acknowledgements, invoices, or other documents. Seller reserves the right to change or improve the design of any of its products without assuming any obligation to modify any product previously manufactured.
Force Majeure	Seller shall not be liable for any delays or other inability to meet its obligations under any purchase order as a result of circumstances beyond its reasonable control ("Force Majeure"). During the period of Force Majeure, Seller has the right to either continue to perform or dissolve the affected order in whole or in part.

Construction of Agreements	These terms and conditions and all agreements between Seller and the Buyer shall be governed by and construed in accordance with the laws of California, including without limitation the Uniform Commercial Code as adopted in California.
Severability	If any provision of these Terms is found by any court or arbitrator to be invalid, illegal or unenforceable, the remainder shall not be affected.
Assignment	Buyer may not assign or transfer these Terms or any rights or obligations hereunder (including pursuant to any purchase order) without Seller's prior written consent, which may be withheld at Seller's sole discretion.