



# ILLUMINATION LIGHTING

2300 Victoria St, Lachine, QC H8S 1Z3

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GST #860864552RT001 QST #1202852641TQ001

**\*\* SALES ORDER \*\***

## Delta Burlington

Attention:

**Wanda Lindsey wanda.l@element526.com**  
**2052527016**

Order No.	Order Date
205016	May 10, 2022

BILL TO:

**Wanda Lindsey Delta Burlington**

2101 Magnolia Ave  
Birmingham, 35205, USA

SHIP TO:

**Nathan Clark Delta Burlington**

1117 Williston Rd  
Burlington, 05403, USA

Customer No.	Terms	Ship Via	F.O.B Point
737	50% deposit upon receipt of invoice, balance prior to delivery	14 weeks - to be confirmed upon all pertinent approvals	F.O.B. Montreal, Our plant - Freight not included
Ordered By	Sales Rep	Order Date	Illumination No.
Wanda Lindsey	TBD	May 10, 2022	205016

## Item(s)

Item No.	Qty Ordered	Description	Unit Price	Amount
D-4526-01	4	Delta, Floor lamp, D-4526-01 / X-302 (LT-01R) Delta standard floor lamp with shade Fabric White drum shade with self trim top and bottom with a decorative square tubular stem/base with a 10'-0" clear/silver 3 prong cord set. The on/off switch will be located on vertical leg, opposite of cord set exit. Similar to illustration provided. As per drawing D-4526-01. Finish: Painted Brown #1 Size: 18"Ø x 59"H Light: 1 @ 10 watts LED, E26, 2700K, 120 V (bulbs not included)	129.00	516.00
D-4526-01 SHADE ONLY	10	D-4526-01 Delta standard floor lamp SHADE ONLY	68.00	680.00
D-4526-03	4	X-300 (LT-03R) – 2 Light Headboard Wall Sconce. Delta Standard 2 light wall sconce with white fabric rectangular shade with tubular square arms secured to a rectangular back plate including an on/off black rocker switch, two black convenience outlets and 6'-0" clear silver 3 prong cord set. The wall sconce back plate will be modified to accept a steel conduit on back plate to isolate electrical wire frame wooden hardboard and addition of two outlets. As per drawing D-4526-03. Finish: painted brown #1 Size: 12"W x 13-1/2"H x 8"projection Light: 2 @ 10 watts LED, E26, 2700K, 120 V (bulbs not included)	64.00	256.00
D-4526-03 SHADE ONLY	10	D-4526-03 X-300 (LT-03R) – 2 Light Headboard Wall Sconce. Delta Standard 2 light wall sconce SHADE ONLY	28.00	280.00

D-4526-04	4	X-303/LT-04R (D-4526-04) Delta standard table lamp with shade fabric #3 drum shade with self trim top and bottom with a square stem secured to a round weighted base with a 9'-0" clear/silver 3 prong cord set, black on/off rocker switch as well as two outlets and two USB ports - 2 amps on round base Material: Metal Finish: PAINTED ANTIQUE BRONZE STEEL; PLATED SATIN NICKEL Size: W: 12" D: 12" H: 21.5" DIA: 8" H: 1.25" Light: 23 WATT CFL, 3000K, TCP# 48923■3000K (MI# 211493) 120V	84.00	336.00
D-4526-04 SHADE ONLY	10	X-303/LT-04R (D-4526-04) Delta standard table lamp SHADE ONLY	34.00	340.00
Subtotal			\$2408.00	
Tariffs			\$0.00	
Taxes			\$0.00	
Total			\$2408.00	

**MANUFACTURERS SPECIFIC TERMS AND CONDITIONS:****1. Limited Warranty and Limitation of Liability**

(a) We warrant that the Goods conform to the published specifications, which you have communicated to us. We shall have no liability towards Buyer beyond the express terms of this warranty.

(b) In the event that the Goods should not conform to your specifications, we will decide, in our own discretion, to repair or replace the Goods or to refund or reduce the price paid for the Goods in question. Our liability for all claims shall not, in any event, exceed the sum of Buyer's payments for the Goods in question and the foregoing is Buyer's sole and exclusive remedy for all claims with respect to such Goods and all other remedies are hereby excluded, including any potential right of cancellation by Buyer.

(c) The warranty provided herein shall be valid for a maximum period of twelve (12) months following delivery of Goods. The warranty is neither transferable nor assignable by Buyer and shall become null and void upon the transfer of the Goods to a different location or to a third party.

(d) BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND WE SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND / OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM US FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE GOODS GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. WE SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIMS BASED ON OUR COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN US, OR USE IN COMBINATION WITH OTHER GOODS.

## 2. Product Liability

(a) Buyer expressly acknowledges that the nature of Goods is known to it, including any potential danger or risk associated with Goods. Buyer acknowledges that the information, warnings and notices given with respect to Goods are sufficient to fully understand such danger and risks and undertakes to forward such information upon resale of Goods and products into which Goods are assembled with or integrated into. Buyer undertakes to impose the same obligation on its buyers in order to ensure such information is transmitted down the contractual chain.

(b) Failure to comply with the above obligation shall entail full and complete liability unto Buyer for all losses and damages that may arise from such failure, whether directly or indirectly, and notwithstanding nature of loss or damage and notwithstanding identity or relation, or lack thereof with claimant. Buyer shall, defend, indemnify and hold us harmless of all claims, demands, recourses, actions and legal proceedings that may be introduced against us due to such failure, and for all losses and damages that we may suffer as a consequence thereof.

## 3. Copyright and Trademark

(a) All proposals, specifications and technical drawings have been prepared by the Buyer or a third party and the Buyer therefore acknowledges that we bear no liability whatsoever.

(b) Buyer shall defend, indemnify and hold us harmless against all losses, claims, demands, recourses, actions, legal proceedings, expenses and liabilities of any nature arising from alleged infringement of copyright or trademark or any other intellectual property right with regards to the Goods.

## 4. Patents

The Buyer acknowledges that we manufactured the Goods based on the design and/or specifications which were provided to us by the Buyer. If a suit or claim is brought against us alleging that the manufacture or sale of Goods sold hereunder infringes any patent which results of a design, incorporating a design or modification of the Goods at Buyer's request, then the Buyer will defend, indemnify and hold us harmless against any all losses, claims, demands, recourses, actions, legal proceedings, expenses and liabilities of any nature arising from such infringement.

## 5. Applicable law and jurisdiction

These terms and conditions are governed by the laws of the Province of Québec and the federal laws applicable therein save and except to the extent that local provincial laws governing security interests and rights of repossession may apply to Goods delivered outside of Quebec. Any dispute with respect thereto shall be submitted to the courts in the judicial district of Montréal, Province of Québec and the parties submit to the jurisdiction of the courts in that judicial district as the exclusive venue for the adjudication of any and all disputes here under and waive any claim of forum non conveniens. If any dispute falls under the jurisdiction of the Federal Court of Canada, then the parties agree to submit the dispute to the exclusive jurisdiction of the Federal Court sitting in the judicial district of Montréal, Province of Québec.

The Buyer acknowledges that he has read, understands and accepts these terms and conditions of sale. Furthermore, the Buyer providing us with the deposit, serves as an acknowledgement of its acceptance of these terms and conditions.