

GENERAL

Lamps are not included with any fixtures unless specifically ordered with fixtures. The Vendor reserves the right to change specifications of any item without notice and without liability with respect to any previous sales. Specific quotations are subject to acceptance within 60 days, for shipment within 120 days, unless noted to contrary in the quotation. Although utmost care is exercised in preparation of price sheets and catalog data, we disclaim any responsibility for catalog and/or pricing sheet and/or technical information errors.

MINIMUM ORDER

The minimum Customer net billing charge on any order is of:

- **\$25.00** for replacement parts
- **\$75.00** plus transportation charges for all other products

FREIGHT CHARGES

Orders less than \$5,000.00 Customer net billing; freight not allowed. Orders of \$5,000.00 or greater Customer net billing; freight allowed. Freight will be prepaid within Canada and the forty-eight contiguous United States. For shipments to other locations, including Hawaii and Alaska, freight will be prepaid to a designated port of unloading within the continental United States and additional packaging charges may apply. The Vendor will not assume, allow or pay any charges for cartage, or store door delivery at destination. Orders for meeting freightprepaid requirements include all of the Vendor's products. In the case of partial shipments or "split-shipments" to more than one destination, freight will be allowed only if each individual shipment equals or exceeds \$5,000.00 Customer net billing. On all prepaid shipments, the Vendor will not allow, assume or refund to the Customer any freight charges erroneously paid by the Customer directly to the freight carrier.

SHIPMENTS

All shipments are Free On Board (F.O.B.) from our factories. We reserve the right to use our own discretion in routing all shipments whereon freight charges are allowed. Shipments will be made in any manner requested by the Customer, when possible, if the Customer will assume any additional transportation costs. In the event of special routing requests requiring premium freight charges, such as airfreight, air express, special truck or carrier, etc., all shipments will be made freight prepaid and charged. Copies of Bill of Lading, and when required, Proof Of Delivery, for any shipment so routed will be provided when requested.

Packaging: All goods are delivered to the transportation company in perfect condition and properly packaged, as the Vendor deems appropriate for protection of goods against damage due to normal handling.

Transportation claims: Title to the goods passes to the Customer on delivery to the common carrier at the F.O.B. shipping point. Claims for damages or loss in transit should be filed by the consignee with the transportation company involved. The Vendor will not be responsible for damaged goods, including concealed damage, after having secured "received in good order" delivery receipts from the transportation company. Our responsibility for safe delivery ceases when material is received in good condition by the transport company. Acceptance of material, by the Customer, from a common carrier constitutes a waiver of any claim against the Vendor for delay, damage, or loss.

Shortages: All claims must be reported to the Vendor within fifteen (15) days after receipt of shipment. Claims not reported within the time period will not be allowed.

PAYMENT TERMS AND FINANCIAL RESPONSIBILITY

Payment is due Net thirty (30) days. Whenever, for any reason, doubt as to a Customer's financial responsibility develops, the Vendor may decline to deliver goods except for cash, or stop goods in transit, or make other arrangements, as the Vendor deems appropriate. Title to the goods shall remain in the Vendor's property until paid in full by buyer; however, risk of loss shall vest in the buyer at the time of delivery of the products to the carrier at shipping point. The Vendor reserves the right to charge interest of 1½ % per month and handling charges if buyer is delinquent in payment of invoices. Buyer shall also be responsible for all costs (including attorney's fees and other costs) incurred by the Vendor in connection with collection of any amounts for goods sold hereunder in the event payment therefore shall not be made when due.

ORDER CANCELLATION AND SUSPENSION

Orders may be cancelled or suspended only upon written notice to the Vendor and with the Vendor's written consent, and upon terms that will indemnify the Vendor against loss. Orders cancelled after being processed, but prior to shipment will be subject to cancellation charges as follows:

- Special order and products with factory-installed options; Non-returnable.
- Standard products, with no factory-installed options; 50% of net purchase order amount, plus any extraordinary charges incurred. The extraordinary charges will be determined by the amount of work that has been completed, special non-returnable parts ordered, and whether or not the cancelled products can be restocked.

Once shipped, products are considered Customer property. If products have been shipped when the Vendor receives a cancellation notice, no monies can be held for such cancellation and invoice is due and payable. Material may be returned for credit only as outlined in the Vendor's "Returned Goods Authorization".

RETURNED GOODS

The Vendor will not accept any returned material unless a "Return Goods Authorization" has been issued in writing from the main office. A minimum service charge of 50% plus any freight charges incurred will be deducted from all returned goods to cover the cost of handling, disassembly of cartons and testing. All items must be in new resalable condition or the Vendor will discard any material upon their inspection without credit. If reconditioning is necessary, any such charges will also be deducted. Requests to return material must be made within 90 days of shipment. We cannot allow credit for returned goods after the expiration of 90 days. Special fixtures and finishes are not returnable.

ORDER CONFIRMATION

Orders received and entered into the Vendor's orderprocessing system will be considered confirmed and acknowledged upon receipt of the acknowledgement by the Customer. The Vendor will not be responsible for any delays caused by orders that have not been acknowledged to the Customer.

PRICING

All published or quoted prices, discounts, terms and conditions are subject to change without notice. All orders are accepted with the understanding that the product will be shipped and invoiced at prices in effect at time of shipment, unless alternative arrangements have been made, in writing, between the Vendor and its Customer. This policy includes Hold for Release ("HFR") orders, Blanket Orders and Standing Orders, unless alternative arrangements have been made in writing, between the Vendor and its Customer. All prices and discounts quoted and the acceptance of all orders are subject to the Vendor's final approval.

Hold For Release ("HFR") orders will be entered and held, pending a final release schedule, for a maximum of 180 days (6) months from date of order. After that time, they will be reviewed for further disposition. Blanket Orders and Standing Orders will be converted to orders with scheduled releases, based on Customer requirements. The acceptance of Hold For Release Orders, Blanket Orders and Standing Orders does not obligate the Vendor in any way to continue to supply product that may become discontinued or obsolete or superseded during the time period covered by the order.

DELIVERY

Delivery and shipment dates are estimated dates only, and unless otherwise specified, are figured from date of receipt of order. All quotations and agreements as to deliveries and other matters, including the acceptance of all orders and estimation of delivery dates, are subject to all present and future Federal and Provincial laws, rulings and regulations, and are also subject to strikes, labour stoppages, fires, accidents, and all other causes beyond our control. In estimating such dates, no allowance has been made, nor shall the Vendor be liable directly or indirectly for: delays of carriers or delays from labour difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government effecting the Vendor directly or indirectly, bad weather, or any causes beyond the Vendor's control, or causes designated Act of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly.

The Vendor will not be liable for any damages or penalties whatsoever, whether direct, indirect, special or consequential, resulting from its failure to perform or delay in performing, unless otherwise agreed to in writing by an authorized officer of the company.

PLANS AND SPECIFICATIONS

The term "per plans and specifications" is not acceptable to the Vendor. The Vendor only accepts orders on the condition that material will be furnished in accordance with our specification sheets or submittal drawings if any, subsequent to approval of our drawings by the proper authorities. For applicable projects, the Vendor's receipt of approved copies of submittal drawings, including corrections or changes thereto, shall constitute the purchaser's approval of those drawings. The Vendor is not responsible for any plans or specifications that are not included in the approved, accepted drawings themselves.

PATENT INFRINGEMENT

The Vendor will not be liable for any claim of infringement unless due to infringement by products manufactured by the Vendor in the form in which the Vendor supplies such products to the

Customer and without regard to their use. If the Customer notifies the Vendor promptly in writing of any such claim, and, if the Vendor so requests, authorizes the Vendor to defend or settle any suit or controversy involving such claim, the Vendor will indemnify the Customer against reasonable expenses of any such suit and will satisfy any judgement or settlement in which the Vendor acquiesces, but only to an amount not exceeding the price paid for the allegedly infringing products. If an injunction is issued against further use of allegedly infringing products, the Vendor shall have the option of procuring for the Customer the right to use file products, or replacing them with non-infringing products, or modifying them so that they become non-infringing or of removing them and refunding the purchase price. The foregoing expresses the Vendor's entire and exclusive warranty and liability as to patent, and the Vendor will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein. The Customer will hold the Vendor's harmless and indemnify the Vendor against any and all claims, demands, liabilities, damages, cost and expenses resulting from or connected with any claim of patent infringement arising out of the manufacture by the Vendor of products in accordance with a design or specifications which the Customer furnishes.

GUARANTEE

The Vendor's products are guaranteed against mechanical, electrical and physical defects for a time period of one (1) year from the date of shipment to the Customer for all products to the exception of products sold with an integral LED light source and power supply sold after January 1, 2010. For products sold with an integral LED light source, the LED light source and the power supply or driver are guaranteed against mechanical, electrical and physical defects for a time period of five (5) year from the date of shipment to the customer. The Vendor assumes no responsibility for the improper selection or installation of its products, or for field modifications of any kind made to its products. The Vendor's obligation under this guarantee and under all other warranties is limited to the repair or replacement of defective parts or products, at its discretion, providing such defective parts or products are brought to our attention within the specified warranty time period, and does not include any other costs such as removal of defective parts or product, installation, labour or consequential damages of any kind, the exclusive remedy being to require such new parts or products to be furnished. All other warranties expressed or implied including warranties of merchantability or warranties of fitness for any particular purpose we hereby disclaim. Damage incurred in transit or from handling is excluded from terms of this guarantee.

COMPLIANCE

Unless specifically agreed to in writing, the Vendor does not warrant or represent that any of its products by themselves, or in a system with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970, the Americans With Disabilities Act of 1990, and the standards and regulations issued thereunder, or any other federal, state or local law or regulation of the same or similar nature.

UNAUTHORIZED PAYMENTS

The Vendor does not authorize or condone any special or unlawful payments or treatment of any kind as a method of securing domestic or international business of any kind.