



General Terms and Conditions

The following terms and conditions apply to all orders filled by Alera Lighting (Alera). Acceptance by buyer of products delivered by Alera will constitute buyer's acceptance of all these terms and conditions. No changes or additional terms and conditions which are contained in any purchase order or which are otherwise submitted by a customer will be binding on Alera unless in writing and signed by an officer of Alera or authorized representative.

1. TERMS OF PAYMENT

1% 10th prox, net 30 days. Notwithstanding the acceptance of an order, we reserve the right not to ship material to any customers paying in accordance with our terms or who in our sole opinion may be unable to meet their obligations to us.

2. ACCEPTANCE OF ORDERS

Orders shall not be binding until accepted at the home office of Alera, Spokane, WA.

3. HOLD ORDERS

Orders of more than \$5,000 will be accepted on a "Hold for Release" basis only if the time periods specified on a written quotation are adhered to. Production and procurement of components not normally stocked will be withheld until a firm release date is given.

4. QUOTATIONS

Written quotations are valid for 30 days only. We reserve the right to withdraw or extend after 30 days. All quotations on equals are subject to approval after the submission of catalog cuts. Although every care is used in quoting a competitor's "equal", we cannot be responsible for misinterpretation. Quotations are based on complete shipments at one time or in truck-load quantities unless otherwise stated in writing on our quotation.

5. CANCELLATION

This order may be cancelled by Buyer by written notice given to Seller subject to the following conditions:

- (a) Buyer shall accept delivery of and pay for at the agreed upon prices all products which are completely manufactured and allocated to this order.
- (b) Buyer shall pay all costs, direct and indirect, which have been incurred by Seller with regard to products allocated to this order which have not been completely manufactured, plus profit at 15% of costs. In order to reduce such cost, Seller will attempt to divert completed parts or work-in-process from cancelled orders to other customers wherever possible.
- (c) Within 60 days after cancellation of order, Buyer-owned materials will be disposed of by Seller at its discretion unless there is a written agreement otherwise.

6. MINIMUM BILLING

Minimum charge for shipments from the factory or warehouse will be \$50.00 except for component parts or hardware which will require a minimum of \$25.00.

7. FREIGHT ALLOWANCE

Shipments within continental U.S. are F.O.B. our plants or our warehouses with full freight allowed on orders having a distributor price total of \$1,000. Each split shipment, requested by Buyer, must meet the \$1,000 minimum on each shipment. Special trucking costs including transloading of fixtures, specific truck height and length, union drivers, etc. will be the responsibility of the purchaser.

8. FREIGHT CLAIMS

Title of merchandise passes to the purchaser upon delivery by us to a Common Carrier. Title passes at time of delivery to the final destination or to forwarding carrier when shipment is made by company truck.

Our responsibility for clear delivery ceases when the goods have accepted in good condition by the Common Carrier. Shipments must be inspected immediately upon receipt for loss or damage. Claims must be placed with Common Carrier, or with Alera for shipments made by Contract Carrier, within 15 days from delivery date.

9. DELIVERY

Routing will be at the discretion of Alera, unless the customer assumes additional charges for special routing. We will not assume storage charges or cartage charges beyond the acknowledged destination address. Where both stocking and non-stocking items are included on the same order, stocking items will be held pending completion of non-stocking items. When we absorb the freight costs, we reserve the right to ship all orders in one complete shipment. Partial shipments may be made at our discretion.

10. DELAYS IN DELIVERY

Acknowledged shipping dates (estimated ship dates) are approximations only. We will not be liable for delays in delivery. Under no circumstances will penalty charges for delays be accepted, or orders with penalty clauses be accepted. Every effort will be made to adhere to customer's requested dates.

11. FIXTURE WARRANTY

All fixtures are warranted for a period of one year from date of shipment against defect in manufacturing provided the defect develops under normal and proper use. Alera will provide new parts for any defect found within the warranty period. Damage incurred in handling or in transit is not covered. This warranty extends only to replacement of defective fixtures or components with no labor charges unless specifically authorized in writing by the factory.

The foregoing WARRANTY is given in lieu of all other warranties expressed or implied, including implied warranties of fitness and merchantability, and defines Seller's sole liability hereunder. Seller shall not be liable for incidental, special or consequential damages of any nature with respect to products sold hereunder.

12. BALLAST WARRANTY

The ballasts used by our company are those of recognized manufacturers. Claims for defective ballasts under warranty are to be made directly to the ballast manufacturer through their local ballast service center or field representative. Labor charges for replacement of defective ballasts will be authorized by the ballast manufacturer — not by Alera.

13. RETURN GOODS AUTHORIZATION

Alera will accept for return only those catalog numbers which are considered as stock at the factory. The fixtures must have been shipped less than 4 months from the date of the request and must be in saleable condition. There will be a minimum of 35% restocking charge and cost of reconditioning, if required. The fixture must be returned freight prepaid and the cost of outbound freight, if any, will be deducted from the credit. Authorized returns must be received within 30 days of issuance date. Returns from one jobsite are limited to no more than 10% of job value. No authorizations will be issued for returns with gross value under \$250. Errors on the part of Alera will be accepted without charge to our customers.

14. TAXES

Buyer shall make reimbursement for any applicable federal, state, or local taxes upon the manufacture, sale, use or transportation of lighting equipment, parts or accessories (or any act incidental thereto) which Buyer may be required to pay unless an exemption certificate is received prior to shipment. The amounts of any such taxes will appear separately on invoices.

15. THIRD PARTY CLAIMS

Seller agrees that, until it notifies the Buyer in writing to the contrary, it will maintain in force, with one or more responsible insurance companies, product liability insurance, including a "vendor's endorsement", providing protection against claims asserted by third parties for personal injuries or property damage resulting from the purchase, sale, or use of products sold to the Buyer hereunder at least equivalent to that customarily carried by other leading manufacturers of comparable products. Upon written request of the Buyer, Seller agrees to furnish the Buyer with a certificate of such insurance.

16. PATENTS

Seller agrees to assume, at its expense, the defense of any suit brought against the Buyer for infringement of United States Letters Patent by reason of the Buyer's use or resale of any products sold hereunder which are manufactured by the Seller, except products manufactured in accordance with specifications of the Buyer's own selection and Seller further agrees to indemnify the Buyer against any money damages and costs awarded in such suit; provided, however, that Seller's liability hereunder shall be limited to the dollar value of this purchase order and further that Seller's obligation hereunder shall be conditioned upon its being given prompt written notice of and full opportunity to settle or defend against such suit. Seller assumes no liability or obligation with respect to infringement of patent claims covering a method or process in which any such product may be used or covering any equipment, assembly system, circuit, or combination in which any such product may be used as a component. The foregoing states the entire liability of Seller with respect to patent infringement by products sold hereunder.

17. GOVERNMENT END USE

In the event the Buyer's order indicates that the items called for are being purchased under a United States Government end use, such clauses as are required by applicable statutes or Government regulations to be included in this purchase order shall be deemed to be incorporated herein, and, in case of any conflict, shall supercede the terms and conditions set forth herein.

18. GENERAL

This acknowledgment contains all the representations and agreements between the parties hereto. Any assignment of rights hereunder by either party without the prior written consent of the other party shall be void. No waiver by Seller or any default shall operate as a waiver of any other default or of the same default on a future occasion.



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