

TERMS AND CONDITIONS OF SALE

TERMS OF PAYMENT: Terms of payment for dmf LIGHTING is Net 30 days. Should it be necessary for dmf LIGHTING to begin formal collection proceedings to collect any past due amounts for a customer, DMF Lighting will be entitled to recover its attorney's fees and other costs associated with the proceeding.

FREIGHT TERMS: Freight will be prepaid and allowed by dmf LIGHTING on any order totaling \$1500 or more, but not applicable with orders of only recessed housings. Partial shipments may be made at our discretion. All shipments will be made via carriers selected by shipper.

DIRECT SHIPMENT: dmf LIGHTING will consider making direct shipments of products outside the regular or assigned sales and service area according to distributor request.

RETURN MERCHANDISE TERMS: No merchandise may be returned by customer without prior written authorization in the form of a Return Goods Authorization (RGA) which has been issued by dmf LIGHTING expressly for the merchandise to be returned. This RGA will be issued at the sole discretion of dmf LIGHTING and must be requested by the customer within 30 days of the original shipment date. Except with respect to defective items, returned merchandise must be in its original sealed cartons and shipped prepaid to dmf LIGHTING. A minimum 25% restocking fee will apply. No non-stocking custom-made products, outdated or modified versions of catalogued factory stocking items may be returned by customer.

ORDER CANCELLATION TERMS: dmf LIGHTING will accept order cancellations from customers only if the cancellations are sent to dmf LIGHTING in writing and received prior to shipment of the orders affected. No verbal order cancellation will be accepted. All costs for warehousing and freight on orders cancelled after shipment and refused at destination will be charged to the customer.

PRICING: Prices are subject to change with written notice. dmf LIGHTING will ship merchandise at prices prevailing at the time of shipment.

CHANGES IN PRODUCT DESIGN: dmf LIGHTING reserves the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

MINIMUM ORDER: \$50.00

WARRANTY AND OBLIGATIONS: dmf LIGHTING warrants to the customer for resale only that dmf LIGHTING's products are free from defects in materials and workmanship. The obligation of dmf LIGHTING under this warranty is expressly limited to repair or replacement without charge, at the sole option of dmf LIGHTING, of defective products at dmf LIGHTING's factory within a period of one year and 5 YEARS FOR ALL AMERICAN BRAND NAME BALLASTS AND TRANSFORMERS, from the date of shipment of products and only after dmf LIGHTING has issued a Return Goods Authorization to the customer for the products. This warranty does not apply to dmf LIGHTING products which have been altered or repaired outside of dmf LIGHTING's factory or which have been subjected to neglect, abuse, misuse of accident (including shipping damages). **THIS WARRANTY ALSO DOES NOT APPLY TO PRODUCTS NOT MANUFACTURED BY dmf LIGHTING WHICH HAVE BEEN INSTALLED AND USED IN CONJUNCTION WITH DMFLIGHTING PRODUCTS.**