

TERMS & CONDITIONS OF SALE

Effective: January 1, 2007

- Lighting Alternatives will be referred to as LA through the remainder of this document.
- It is agreed that this order is subject to the terms and conditions as listed below and that LA shall not be bound by any other terms or conditions whether contained in the purchaser's purchase order or otherwise.

CONDITIONS

- All orders are subject to terms and conditions contained herein.
- LA shall not be bound by any terms or conditions, whether contained in purchaser's purchase order or otherwise, unless stated in these Conditions of Sale.
- All orders are subject to acceptance by LA and are not binding upon LA until so accepted.
- All prices, models and material specifications subject to change or withdrawal without notice.
- All orders and/or releases must be received on customer's order form and must include all details order is subject to by customer's request.
- LA will not be responsible for adherence to plans and specifications unless they accompany the order and are accepted as such.
- Product not listed in the catalog (including modification of listed items) requires written approval (cut sheet, etc.) or waiver of approval prior to release by LA.
- LA does not accept responsibility for any penalty clauses or back charges on project contracts.
- Orders received without a specific shipping date will not be processed for production unless a definite date is given unless the delivery requirement is A.S.A.P.
- No shipments will be made unless all accounts due LA are current.

PRICES

- Prices exclude all taxes.
- Prices do not include shipping costs and are based on standard packaging.
- Prices are subject to change without prior notice. In the event of a price increase, **unshipped material will be invoiced at the price in effect on date of shipment.**
- Prices do not include lamps unless specifically included.

QUOTATIONS

- Prices on product not released within 180 days of date of order may at LA's discretion, be increased for changes in labor and material costs.

TERMS

- Net 30 days. Interest at 2% per month (24% per annum) will be charged on overdue accounts.
- Invoice errors must be reported within 30 days from date of invoice.
- No deductions may be made from remittances without written authorization from LA.

DELIVERY

- All shipments are FOB our warehouse. Method and routing of shipment are LA's option unless routing instructions are given with the order.
- Orders over \$5,500 will be shipped "Freight Allowed".
- Orders below \$5,500 will be prepaid with the cost of freight added to the invoice.
- Shipping dates, noted on order acknowledgement, are approximate and based on present production schedules, which are subject to change.
- Customer shall pay all costs for warehousing and freight for refused shipments and any additional handling costs necessitated by the facilities at the delivery point.
- Delivery is to be in a single shipment unless otherwise agreed to.
- Job site deliveries are at the customer's risk. Customer is responsible for expeditious safe unloading of materials (includes handling equipment and labor) at the delivery point.

MINIMUM ORDERS

- To cover handling costs, orders or releases of less than \$1,000.00 invoice value will be subject to a \$25.00 handling charge.

CANCELLATIONS AND RETURNS

- Orders cannot be cancelled without written authorization and then only upon terms, which will compensate LA against loss. Orders, which are placed and cancelled within 24 hours, shall be subject to a \$25.00 cancellation charge. Orders that are either over 24 hours old, scheduled, in process or ready for shipment shall be subject to a 20% cancellation charge. Custom made or modified versions of standard catalogue units are not subject to cancellation.
- Custom and/or modified versions of standard units, special finishes, or discounted equipment are not returnable.
- No merchandise shall be returned for credit unless written authorization is received from LA. Requests for return must be made within 60 days from the date of shipment.

- If return is accepted, a numbered Return Goods Authorization (RGA.) will be issued. All cartons being returned must bear this RGA number.

- Return goods authorization will be void if return is not received 45 days after date of issuance. Returns must be made via prepaid freight.

- Returns are subject to a \$100.00 or 20% minimum restocking charge, whichever is greater, as well as any necessary reconditioning costs.

- Returned material that has been damaged will not be given credit.

DELAYS

- Delays in shipment, requested by customer shall be subject to a charge of 1.0% per month, however, LA has the right to set a time limit on the allowable extended delivery date.

CLAIMS

- Shipments must be checked upon arrival for shortages or damages in transit.
- LA's responsibility ceases upon acceptance of merchandise by the carrier. The customer should make claims for any loss during transit with the carrier, promptly.
- Report of shipping errors or concealed shortages must be made within 10 days after receipt of merchandise.
- Once product is installed, **customer's acceptance is implied even if product differs from that ordered. No claims will be accepted except where the problem is covered by warranty.**
- Claims for defects in material, or workmanship or for short shipping of enclosed parts should be entered directly with LA.

QUOTATIONS

- Confirmed quotations are valid for a period of 30 days from the quotation date.

APPROVALS

- All products shown in the catalog are approved to UL or CSA standards.

DIMENSIONS

- As a result of continuous improvements to our products, actual dimensions and specifications of the product may vary from those shown. Consult factory for verification.

LIMITED WARRANTY

- DISCLAIMER** Except as contained in these Conditions of Sale, **there are no implied warranties of merchantability or fitness for a particular purpose.**
- LA equipment and components, when properly installed on correct line voltage, and under normal conditions of use, are warranted against mechanical and electrical defects for a period of one year from date of shipment.
- LA uses only electrical components, which are produced by responsible manufacturers. Lamps are excluded from any warranty. Ballast warrantees are those of recognized manufacturers. Any claim should be made directly with the manufacturer's local service center or their field representative.
- The warranty extended to us by the manufacturers of the electrical components is passed on to our customers.
- At its option, LA will repair or replace, any defective fixture if such fixture is returned by the purchaser to LA within one year from the date of shipment, freight prepaid, provided Lighting Alternatives has issued a written "Return Goods Authorization".

LIABILITY

- LA will hold no responsibility for damages or injury, whether incidental or consequential, resulting directly or indirectly from improper electrical connections, or improper installation of its equipment, nor for labour charges suffered by the purchaser, caused by delays in delivery or by negligence, or by other causes beyond LA's control.
- LA will not be liable for late delivery and/or inability to perform due to circumstances beyond its control, including strike, riot, blackout, war, accident, fire, flood, disaster, equipment breakdown, suppliers delay, order clarification, lack of approved drawings, shipping space, government acts or regulations or any restrictions on material, labour, manufacturing, deliveries or shipments.

APPLICABLE LAW

- The rights and obligations of the parties with respect to this document shall be governed by the laws of Illinois.