

STANDARD TERMS AND CONDITIONS OF SALE

QUOTATIONS:

- A. The prices shown in Impact Architectural Lighting's (Impact) price list or in any order acknowledgement are prices prevailing at the present time. Impact Architectural Lighting reserves the right to change such prices at any future date. Unless otherwise specifically provided in writing, orders will be billed at prices prevailing at time of shipment.
- B. Prices issued by a written standard quotation are firm for 30 days from date of quotation. Purchase orders received and acknowledged within this 30-day period will be price protected for shipment within 90 days from the date of the order.
- C. Prices issued by a written non-standard quotation, authorized by Impact Architectural Lighting's Home Office may offer price protection for a different period.
- D. Releases for shipments beyond the price protected period (standard or non-standard) will be increased in price at the rate of 1% per month.
- E. Additions to an order already processed shall be considered separate orders and shall be priced accordingly.
- F. All prices are subject to additional federal, city and state taxes, if applicable, unless appropriate exemption certificate is on file at Impact Architectural Lighting's Home Office (8431 Mid County Industrial Dr. St. Louis Missouri 63114).
- G. All fixtures are sold without lamps, unless otherwise specified. When lamps are installed by Impact Architectural Lighting, they are installed for the convenience of the customer and Impact assumes no responsibility or liability whatsoever for damage or looseness of such lamps which may occur in transit.

MINIMUM ORDERS:

- A. Order for less than \$250.00 net will be subject to minimum billing of \$250.
- B. Orders for special merchandise other than described in Impact Architectural Lighting's catalog are subject to a minimum billing of \$1,000 per each "special" line item on order.
- C. Hold for release orders are subject to a minimum of \$5,000 per order. Hold for release orders for less than \$5,000 will not be accepted.

PURCHASE ORDERS:

- A. The acceptance of the Buyer's purchase order is contingent upon written acknowledgement by Impact Architectural Lighting at its Home Office in the form of a letter or printed acknowledgement.
- B. The acceptance of Buyer's order is expressly made conditional upon Buyer's assent to the terms and conditions stated herein and in Impact Architectural Lighting's printed acknowledgement. Impact Architectural Lighting agrees to furnish the merchandise covered by its price list only upon such terms and conditions. In the absence of any written notification to the contrary, and by virtue of the issuance of a purchase order, Buyer shall be deemed to have accepted terms and conditions as stated herein and in Impact's acknowledgement. If there is any inconsistency between the terms and conditions stated herein and in Impact's acknowledgement, the terms and conditions contained in the acknowledgement shall control. Impact's failure to object to provisions contained in Buyer's forms shall not be deemed a waiver of the provisions of Impact Architectural Lighting's terms and conditions.

SPECIFICATIONS; VARIATIONS; ERRORS:

- A. Merchandise will be shipped in accordance with the standard styles and sizes as described in Impact's catalogs or, if special or made to order, in accordance with Impact's drawing and specification sheets. Sizes in catalog are approximate.
- B. In the event of a conflict between a customer's written order and an Impact drawing or specification sheet marked "approved", the Impact drawing or specification sheet shall prevail.
- C. Impact Architectural Lighting reserves the right to change details of design, materials and finish in any way that will not alter installed appearance or reduce function and appearance.
- D. Every effort is made to avoid errors in catalogs, price sheets, specification sheets and other data. Impact will not accept responsibility for labor charge backs in connection with errors of measurements, prices, description, etc.
- E. Impact Architectural Lighting will not be bound by general or blanket instructions not contained with Buyer's order. Each transaction must be accompanied by full instructions on the order itself.
- F. Orders containing such phrases as "all material to be supplied as per project plans and specifications", etc. are subject to separate written acceptance by Impact Architectural Lighting.

SPECIAL ITEMS:

- A. Orders for special items are not cancellable except on payment for work performed.

PACKAGING:

- A. Method of packaging is at Impact Architectural Lighting's option.
- B. Export packaging may be charged as an extra.

DELIVERY AND TRANSPORTATION:

- A. All merchandise is sold, and all shipments are made F.O.B. the factory of Impact Architectural Lighting.
- B. Impact will use its discretion in routing all shipments, and reserves the right to select carrier and truck size. If any shipment made in accordance with Buyer's instructions shall incur additional labor or carrier costs, such costs shall be paid by Buyer as invoices are rendered.
- C. The shipment date mentioned on our order acknowledgement, if any, is Impact's best approximation of the probable shipment date and is not a fixed or guaranteed shipment date. Shipment of merchandise is subject to any and all delays due to any condition or happening whatsoever beyond Impact Architectural Lighting's control, including but not exclusive of strikes, fires, riots, wars, acts of God, inability to obtain materials, governmental regulations or other conditions. Impact shall not be responsible for any damage or loss resulting, whether directly or incidentally, from delayed shipments or its inability to ship as above.
- D. Impact Architectural Lighting reserves the right to make shipment installments unless otherwise expressly stipulated in order acknowledgement. All such installments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in the shipment of any installment will not relieve Buyer of its obligation to accept remaining shipments.
- E. Impact reserves the right to refuse to make direct shipments to destinations outside Buyer's regular service area(s).

PAYMENT:

- A. Buyer shall make payments as specified herein and Impact Architectural Lighting may suspend shipment or delivery until such payments are made.

- B. Impact Architectural Lighting reserves the right to charge a service charge of 1½% per month, but not in excess of any lawful rate, if Buyer is delinquent in payment of invoices.
- C. If, in the opinion of Impact Architectural Lighting, the financial condition of Buyer becomes impaired or unsatisfactory, Impact may at any time limit or cancel the credit of Buyer and, before delivering additional goods to Buyer, require Buyer to pay in cash for such goods and to pay for goods therefore delivered. Failure by Buyer to make any such payments within 10 days after demand in writing shall constitute a breach of this agreement by Buyer. Approval of credit of one or more deliveries shall not be deemed a waiver hereof.
- D. If any shipment made in accordance with Buyer's instructions is refused for whatever reason, Buyer shall be responsible for payment of such merchandise, in accordance with the terms hereof, as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for reasonable storage, handling and delivery charges and shall pay such charges as invoices are rendered.
- E. Impact Architectural Lighting shall be entitled to reimbursement for all costs and expenses (including reasonable attorneys' fees) incurred by it in connection with collection of any amounts for goods sold in the event payment therefore shall not be made when due.
- F. If Buyer notifies Impact not to deliver merchandise after such merchandise has been produced by Impact in accordance with the terms of sale or Buyer's prior instructions, then Buyer shall pay reasonable storage charges until such merchandise is delivered and accepted.

SECURITY INTEREST:

- A. Impact Architectural Lighting shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) have been paid by Buyer, in the event Buyer shall default in payment of the purchase price, Impact shall have the right, in addition to and not exclusive of any other rights it may have under the Uniform Commercial Code or otherwise, to enter upon the premises where the goods are located and retake possession thereof, without notice, free from any claims of Buyer. At the request of Impact Architectural Lighting, Buyer will join Impact and any assignee of Impact in preparing, executing and causing to be filed any and all financing statements pursuant to the Uniform Commercial Code. Buyer hereby authorizes Impact and any assignee of Impact to file a financing statement signed only by Impact or such assignee in all places where necessary or appropriate to perfect any security interest which Impact or such assignee might be deemed to have in all jurisdictions where such authorization is permitted by law.

LIMITED WARRANTY:

- A. Impact Architectural Lighting warrants that its products (other than ballasts) are free of defects in workmanship and materials. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **WARRANTY DOES NOT APPLY TO ANY PRODUCT THAT HAS BEEN IMPROPERLY INSTALLED, OVERLOADED, ALTERED OR OTHERWISE ABUSED. DUE TO UNSUITABILITY OF MANY CLEANING AGENTS, THE FINISHES OF FIXTURES ARE SPECIFICALLY EXCLUDED FROM THE TERMS OF THIS WARRANTY.** Impact Architectural Lighting, at its sole option, will repair or replace, F.O.B. our factory, freight prepaid, any Impact product (other than ballasts) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Impact and is limited to one year from date of shipment. Impact reserves the right to determine whether to repair or replace. No charge-back, or charge for labor or material, that does not have Impact's prior written approval will be honored, accepted or paid by Impact. Impact will not be responsible for any consequential or incidental damages in connection with any breach of its aforementioned warranty.
- B. Ballasts are covered by separate ballast manufacturers' warranties. Impact does not make any warranties whatsoever as to ballasts and will accept no responsibility or liability whatsoever therefor.
- C. No agent, employee or representative of Impact has any authority to bind Impact to any affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in Impact's acknowledgement or Buyer's purchase order, or in standard printed materials provided by Impact, it does not form a part of the basis of any bargain between Impact and Buyer and shall not in any way be enforceable by Buyer.

CLAIMS & ADJUSTMENTS:

- A. Claims for shipping errors or merchandise defects will be waived unless made in writing to Impact Architectural Lighting, 8431 Mid County Industrial Dr., St. Louis MO 63114, and within 30 days after receipt of merchandise.
- B. Impact Architectural Lighting's sole responsibility and obligation in the event of defective merchandise shall be limited to the repair or replacement of the merchandise, at Impact's option, at its own cost and expense, and Impact shall not be responsible for any other damage or loss which may be sustained or claimed.
- C. Claims for shortages, losses and apparent or concealed damages sustained in transit shall be made by Buyer with the carrier.
- D. "Upon request, Impact Architectural Lighting will provide evidence of goods turned over to a carrier, but reserves the right to charge a reasonable fee for all proof of delivery requests."

RETURNED GOODS:

- A. Requests to return non-defective merchandise must be made within 90 days from the date of shipment and is subject to a 50% restocking charge.
- B. Only regular items in the current line are returnable. Special, made-to-order, or discontinued merchandise is not subject to return.
- C. Material with invoice value of \$250 or less is not subject to return.
- D. Returns of orders drop-shipped to job site will be limited to 10% of the original order.
- E. All returned goods must be accompanied by a "Return Goods Authorization (R.G.A.)" issued by Impact Architectural Lighting.
- F. Merchandise must be returned in the original factory-sealed cartons in saleable condition.
- G. Returns must be made freight prepaid within 45 days of the date of Impact's issuance of the R.G.A.
- H. All merchandise returned is subject to inspection. Unsaleable and damaged merchandise will be credited at salvage value or less costs of repairs.
- I. Impact Architectural Lighting reserves the right to issue credit at prices prevailing at time of shipment or time of return, whichever is lower, less the 50% restocking charge.

GENERAL:

- A. All additions, deletions, or other charges to or in an order are subject to the foregoing terms and conditions.
- B. Possession of a price list is not in itself an offer to sell.