

## STANDARD TERMS AND CONDITIONS OF SALE

### PAYMENT TERMS

Net 30 days.

Edison Price Lighting (EPL) reserves the right to hold shipments on any orders and charge a service charge if Buyer is delinquent in payment of invoices.

### PACKAGING, SHIPMENT AND DELIVERY

All material is sold and all shipments made FOB EPL factory.

On releases of more than \$5,000 net invoice value, freight to points in the contiguous United States will be prepaid by EPL at no charge to the Buyer. For such shipments to Alaska and Hawaii freight will be prepaid only to the designated port in the contiguous United States, collect charge beyond.

On releases of less than \$5,000 net invoice value, domestic freight will be prepaid and charged. If EPL should make partial freight shipments on such an order, the Buyer will be charged for the initial shipment only.

EPL will determine packaging, unless the Buyer specifies differently. Any additional cost for special packaging will be paid by the Buyer.

EPL reserves the right to select carrier, routing and truck size. If any shipment is made in accordance with the Buyer's instructions, and additional labor or carrier costs are incurred, such costs shall be paid by the Buyer.

EPL reserves the right to make partial shipments unless the Buyer expressly stipulates otherwise. All such shipments shall be separately invoiced and paid for when due, without regard to subsequent or preceding shipments. Delay on any partial shipment shall not relieve Buyer of its obligation to accept remaining shipments.

### SHIP ESTIMATES

Any estimated shipment dates given by EPL either verbally or in writing are our best approximation and shall not be deemed to represent a fixed or guaranteed date unless stated otherwise. Shipment of merchandise is subject to any and all delays including, but not exclusive of, strikes, fires, riots, wars, acts of God, inability to obtain materials or parts, government regulations or other conditions. EPL shall not be responsible for any damage or loss resulting directly, indirectly, incidentally or consequentially from such delayed shipments or inability to ship.

### MINIMUM ORDERS

Orders for less than \$250 net value will be subject to a minimum billing of \$250. This does not apply to parts, glass or plastics.

### QUOTATIONS

Quotations are firm for 30 days, unless stated otherwise.

Acknowledged orders are price-protected if released within three months of printed Acknowledgment date, unless stated otherwise.

Releases for shipments beyond the price-protected period are subject to price escalation as quoted.

Quotations do not include special packaging, special mounting hardware or special handling unless stated otherwise.

Additions to orders already acknowledged shall be considered separate orders and will be priced accordingly. Additions must meet the minimum freight allowance.

### ACKNOWLEDGMENTS

The acceptance of the Buyer's purchase order is contingent upon written acknowledgement by EPL in the form of a printed Acknowledgment.

### SPECIAL ITEMS

Orders for special items, as defined by EPL, must be accompanied by a signed Made to Order Agreement. That Agreement states that should the Buyer cancel the order for the item after EPL has begun its drawings the Buyer will pay a cancellation fee of \$500 or 10% of the value of the item (whichever is higher). The Agreement further states that if such an order is cancelled after it has been released for production the Buyer will pay 100% of the value of the cancelled item(s).

### RETURNED GOODS

All returned goods must be accompanied by a Return Goods Authorization (RGA) issued by EPL. EPL reserves the right to refuse to issue an RGA.

Requests to return non-defective surplus items must be made within 90 days of shipment.

Special, made-to-order or discontinued items are not subject to return. EPL reserves the right to define these terms.

Items must be properly packaged and returned in sealed cartons. Returns must be made freight prepaid within 31 days of issue date of RGA.

All items returned are subject to inspection. Unsalable or damaged items will receive no credit. Credit will be issued at rates prevailing at the time of shipment, or time of return, whichever is lower, less a 50% handling and restocking charge.

### PAYMENT DETAILS

Payments shall be made as specified in the Payment Terms above. EPL reserves the right to charge interest if payments are not made within our terms and may suspend shipments or deliveries until such charges are paid.

EPL reserves the right to set a credit limit for the Buyer, and it may suspend shipment whenever Buyer exceeds this limit, even if no money is past due. EPL reserves the right to change its credit limits at any time.

If the financial condition of the Buyer becomes unsatisfactory, as defined by EPL, EPL may limit or cancel the credit of the Buyer, may require payment in cash before delivery, and may demand immediate payment for items previously invoiced. Failure of the Buyer to make such payments within five days after receipt of written demand shall constitute a breach of this agreement. Approval of credit for one or more shipments shall not be deemed a waiver of the above terms.

EPL shall be entitled to reimbursement by the Buyer for all expenses (including reasonable attorney's fees and other costs) incurred by it in connection with the collection of monies due.

If any shipment, made in accordance with the Buyer's instructions, is refused by the Buyer for whatever reason, Buyer shall be responsible for payment as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for any reasonable storage, handling, redelivery or interest charges, and shall pay such charges as invoices are rendered.

If the Buyer notifies EPL to delay a delivery of merchandise after that merchandise has been released, the Buyer shall pay reasonable incurred costs and storage charges until such merchandise is delivered and accepted.

EPL shall retain a security interest in all goods sold until the full amount of the purchase price (including service charges) has been paid. In addition, EPL may have other rights and recourse afforded by the Uniform Commercial Code.

### CLAIMS, ADJUSTMENTS AND WARRANTY

EPL's sole responsibility and obligation for defective merchandise shall be limited to the repair or replacement, at EPL's option, of the merchandise at its cost and expense. EPL shall not be responsible for any other damage or loss which may be sustained or claimed, including but not limited to incidental or

consequent damages.

Claims for shortages, losses, and apparent or concealed damages sustained in transit shall be made by the Buyer against the carrier.

Claims for shipping errors or concealed shortages will be waived unless made in writing to EPL within 31 days of the receipt of merchandise.

Fixtures are supplied without lamps. If lamps are supplied by EPL this is done for the convenience of the Buyer and therefore, EPL will assume no responsibility for damage or looseness of lamps.

EPL warrants that its products (other than ballasts and battery packs) are free of defects in workmanship and materials. EPL, at its option, will repair or replace any EPL products defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against EPL and is limited to three years from date of shipment. Additional warranties are extended to track system products; definition available upon request. No charge-back or charge for labor or material that does not have EPL's prior written approval will be honored. EPL reserves the right to determine the method for replacement or repair. EPL will not be responsible for any consequential or incidental damages in connection with any breach of its warranty.

Ballasts and battery packs are covered by their manufacturers' warranties.

EPL will not be responsible for any products subjected to inappropriate application and/or installed or modified in any way that is not in accordance with our instructions.

EPL reserves the right to rescind its warranty on any item if that or any other EPL item on the same project remains unpaid for by Buyer.

### SPECIFICATIONS

Merchandise will be shipped in accordance with current EPL catalog pages or approved drawings. If Buyer waives drawing approval, EPL makes no guarantee that merchandises will be as per Buyer's purchase order.

In the event of a conflict between a Buyer's written purchase order and an EPL drawing or catalog page marked "approved" by the Buyer, the drawing or catalog page shall prevail.

EPL reserves the right to change, without notice to Buyer, details of design, materials or finish in any way that will not alter installed appearance or reduce function or performance.

EPL will not be bound by general or blanket instructions not included in the Buyer's purchase order. Such general phrases as "all material supplied as per plans and specifications," when included in an order, are not valid unless specifically accepted by EPL in writing.

Every effort is made to avoid errors and omissions in catalogs, price sheets, drawings, etc. EPL will not be responsible for charge-backs for such errors or omissions unless prior approval is given in writing by an EPL officer.

EPL will not accept a waiver of drawing approval on special items, as defined by EPL.

### GENERAL

These terms and conditions shall apply to every order acknowledged by EPL unless specific exception is noted on our printed Acknowledgment.

Additions, deletions or other changes to an order are subject to the terms and conditions above.

In the event of a conflict between the Buyer's and EPL's terms and conditions, the Buyer, by virtue of the acceptance of a printed EPL Acknowledgment, acknowledges that EPL's terms and conditions shall take precedence and apply.

All contracts with EPL, and all terms and conditions in connection with such contracts, shall be subject to the laws of the State of New York.