

CONDAZ LIGHTING Inc.

87CC Brunswick
Dollard des Ormeaux, QC. Canada
H9B 2J5

2004 SALES POLICY V.2

GENERAL TERMS:

- The following terms and conditions constitute the entire sales agreement between **CONDAZ lighting Inc.** and the purchaser. Any contrary conditions submitted by the purchaser shall be null and void unless accepted in writing by CONDAZ lighting Inc
- It is agreed that the purchaser has full knowledge of the terms and conditions of sale for each transaction and has accepted them in full.
- CONDAZ lighting Inc reserves the right to modify or alter or discontinue any product without prior notice.
- Published printed material may include clerical errors. CONDAZ will not accept any responsibility resulting from printed errors.
- Quotations do not constitute a final proposal. CONDAZ may, at its convenience review quoted prices, and reserves the right to refuse any order.
- Materials received by the purchaser remain the property of CONDAZ. until full payment has been executed.

PRICES:

- All orders are none cancelable after release. Orders entered on hold for release, are subject to price review after 90 days. Orders entered with submittal drawings for approval will be subject to price review if drawings are not returned and released after 90 days.

CREDIT:

- **2% the tenth of month following, or Net 30 days** from date of invoice, for all **accounts on open credit only.**
- New accounts: minimum opening order of \$1500 is required. Two weeks are required after credit information has been provided, to process credit. Orders will not be released during this time.
- C.O.D. orders: payment will be required two weeks prior shipment. 25% deposit will be required for orders above \$1000
- Minimum order: is \$500 Orders less than \$500.00 will have a surcharge of \$50.00.
- All orders, on open credit, paid over 60 days will have its account status changed to C.O.D. terms.
- CONDAZ may, at its convenience, require a deposit for orders of large amounts requiring a special production run of standard products.

- The purchaser will assume all legal costs related to the collection of unpaid invoices.

FREIGHT: Definition of Freight Allowance: CONDAZ will assume only the cost of freight to destination.

- All shipments are **F.O.B.** plant. (Free on board)
- Cost of freight will be allowed for all orders above \$5000 Set-up charges not included.
- Freight allowance is extended only to accounts on open credit.
- Purchaser will assume all freight costs other than the usual method and frequency determined by CONDAZ.
- Collect or prepaid freight CONDAZ will appoint a carrier of its choice, unless otherwise requested.
- CONDAZ will refuse to allow cost of freight to any destinations not serviced by national carriers. Or any other destinations where cost of freight is exceeding allowed amount determined by CONDAZ.
- **Freight is allowed on one-shipment bases on one quotation for one release.**
- Claims: CONDAZ will cease responsibility upon acceptance of material by the carrier. Lost merchandise, visible or concealed damaged material must be reported by the consignee within a maximum of 10 days. from date of reception CONDAZ will cooperate, but will not be responsible. CONDAZ will require full payment for shipped goods lost or damaged in transit.
- Purchaser will be responsible for all additional costs related to goods not received when delivered by the carrier.
- CONDAZ will not assume any costs resulting from delays during transportation.

DELIVERIES:

- CONDAZ will not accept any responsibility resulting from uncontrollable manufacturing delays.
- Delivery dates are approximate. CONDAZ will refuse all orders showing an "On site date" or "penalties for delays".
- Definition of date of release:
- Release date is established only when all pertinent information have been provided allowing manufacturing. Date of purchase order or date of order released do not constitute the date of release to production.