

STANDARD TERMS AND CONDITIONS OF SALE

11-1-02

TERMS

- A. Net 30 days.

QUOTATIONS

- A. The prices shown in Engineered Lighting Products (ELP) price list or in any order acknowledgement are prices prevailing at the present time. ELP 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 in this 30 period will be price protected for shipment within 90 days from the date of the order.
- C. Releases for shipments beyond the price protected period (standard or non-standard) may be subject to increase.
- D. Additions to orders already processed shall be considered separate orders and shall be priced accordingly.
- E. All prices are subject to additional federal, city and state taxes, if applicable, unless appropriate exemption certificate is on file.
- F. When lamps are shipped by ELP for convenience of the customer, ELP assumes no responsibility or liability whatsoever for damage of such lamps which may occur in transit.

MINIMUM ORDERS

- A. Orders for less than \$100 will not be accepted. These minimums do not apply to parts and replacement orders which will be subject to a \$25 handling fee if less than \$100.

PURCHASE ORDERS

- A. The acceptance of the Buyer's purchase order is contingent upon written acknowledgement by ELP at its home office in the form of a letter or printed acknowledgement.
- B. The acceptance of the Buyer's order is expressly made conditional upon Buyer's assent to the terms and conditions stated herein.

SPECIFICATIONS, VARIATIONS, ERRORS

- A. Merchandise will be shipped in accordance with standard styles and sizes described in ELP catalogs or if special or made to order in accordance with ELP drawings and specification sheets.
- B. In the event of a conflict between a customer's written order and an ELP drawing or specification sheet marked "approved" the ELP drawing or specification shall prevail.
- C. ELP reserves the right to change details of design, materials and finish in any way that will not alter installed appearance or reduce function and performance.
- D. Every effort is made to avoid errors in catalogs, price sheets, specification sheets and other data. ELP will not accept responsibility for labor charge backs in connection with errors of measurements, prices, descriptions, etc.
- E. ELP 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 ELP.

SPECIAL ITEMS

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

PACKAGING

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

DELIVERY AND TRANSPORTATION

- A. Rush charges may apply to expedited orders with Buyer's agreement.
- B. All merchandise is sold, and all shipments are made, F.O.B. the factory of ELP.
- C. When a \$2,500 net order is accepted for shipment at one time, domestic freight will be prepaid by ELP with no charge to the customer. For shipments to Alaska and Hawaii freight will be prepaid to the West Coast only and collect beyond. Foreign freight methods vary.
- D. ELP will use its discretion in routing all shipments, and reserves the right to select carrier. Any additional labor or carrier costs incurred to ship in accordance with the Buyer's instructions, will be charged to the Buyer.
- E. The shipment date mentioned on our order acknowledgement if any is ELP'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 ELP's control including but not exclusive to strikes, fires, riots, wars, acts of God, inability to obtain materials, governmental regulations or other conditions. ELP shall not be responsible for any damage or loss resulting whether directly or incidentally from delayed shipments or its inability to ship as above.
- F. ELP reserves the right to make shipment in 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.
- G. ELP 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 ELP may suspend shipment or delivery until such payments are made.
- B. ELP reserves the right to charge a service charge of 1 1/2% per month, but not in excess of any lawful rate, if Buyer is delinquent in payment of invoices.

- C. If in the opinion of ELP, the financial condition of the Buyer becomes impaired or unsatisfactory, ELP may at any time limit or cancel the credit of Buyer and, before delivering additional goods to Buyer, require Buyer to pay for goods theretofore 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 the original delivery. Buyer shall also be responsible for reasonable storage, handling and delivery charges and shall pay such charges as invoices are rendered.
- E. ELP shall be entitled to reimbursement for all costs and expenses (including reasonable attorney's 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 ELP not to deliver merchandise after such merchandise has been produced by ELP 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. ELP shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) has been paid by Buyer. In the event Buyer shall default in payment of the purchase price, ELP 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 claims of Buyer. At the request of ELP Buyer will join ELP and any assignee of ELP in preparing, executing and causing to be filed any and all financing statements pursuant to the Uniform Commercial Code. Buyer hereby authorizes ELP and any assignee of ELP to file a financing statement signed only by ELP or such assignee in all places where necessary or appropriate to perfect any security interest which ELP or such assignee might be deemed to have in all jurisdictions where such authorization is permitted by law.

LIMITED WARRANTY

- A. ELP 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. ELP as its sole option, will repair or replace F.O.B. our factory, freight prepaid, any ELP product (other than ballasts) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against ELP and is limited to one year from date of shipment. ELP reserves the right to determine whether to repair or replace. No charge-back, or charge for labor or material, that does not have ELP's prior written approval will be honored, accepted, or paid by ELP. ELP 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. ELP does not make any warranties whatsoever as to ballasts and will accept no responsibility or liability whatsoever therefore.
- C. No agent, employee or representative of ELP has any authority to bind ELP to any affirmation, representation or warranty concerning goods sold by ELP and, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein or in ELP's acknowledgement or Buyer's purchase order, or in standard printed materials provided by ELP, it does not form a part of the basis of any bargain between ELP and Buyer and shall not in any way be enforceable by Buyer.

CLAIMS AND ADJUSTMENTS

- A. Claims for shipping errors or merchandise defects will be waived unless made in writing to ELP, 10768 Lower Azusa Rd., El Monte, California 91731 and within 30 days after receipt of merchandise.
- B. ELP's sole responsibility and obligation in the event of defective merchandise shall be limited to the repair or replacement of the merchandise, at ELP's option, at its own cost and expense, and ELP 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, ELP will provide evidence of goods turned over to 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 30% re-stocking charge, plus original freight if paid by ELP.
- 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 \$250.00 or less is not subject to return.
- D. All returned goods must be accompanied by a "Return Goods Authorization" (R.G.A.) issued by ELP.
- E. Merchandise must be returned in the original factory sealed cartons in saleable condition.
- F. Returns must be made freight prepaid within 45 days of the date of ELP's issuance of the R.G.A.
- G. All merchandise returned is subject to inspection, unsaleable and damaged merchandise will be credited at salvage value or less costs of repairs.
- H. ELP reserves the right to issue credit at prices prevailing at time of shipment, or time of return, whichever is lower, less the 30% re-stocking charge.

GENERAL

- A. All additions, deletions or other charges to or in an order are subject to the foregoing terms and conditions.