

Terms of the Sale

CONDITIONS:

All orders are subject to acceptance by Kramer Lighting, Inc. (hereinafter referred to as "Seller"). Orders may be cancelled in writing and cancellation is subject to acceptance by Seller. Orders cannot be cancelled without the written consent of Seller, and then only upon terms which will indemnify Seller against loss. Orders for modified, custom, or "special" equipment are not subject to cancellation. Orders placed on a "Hold for Release" basis are subject to an One Thousand (\$1,000.00) Dollars minimum. Order pricing is valid for a period of Six (6) months from date of acceptance, unless otherwise agreed to in writing by Seller.

Seller hereby gives notice of its objection to any different or additional terms and conditions other than as stated herein. All sales are expressly made conditional to the Buyer's assent to the Terms and Conditions expressed in this document.

These Terms and Conditions constitute the entire Agreement between Seller and Buyer, and supersede all other communications between the parties, whether written or oral. No purported modification or waiver of the provisions hereof shall be binding upon the Seller for any purpose unless it is contained in a written statement signed by an authorized Representative of the Seller.

TERMS:

Two (2%) Percent at Ten (10) Days, Net Thirty (30) Days. Cash discount is premium for prompt payment and is not granted unless earned. Prices and shipments exclude lamps, except as specifically quoted on an individual fixture basis.

Seller reserves the right to quote and sell only to the Distributor who assisted Seller in the development of the business for a specific purchaser.

Written quotations are valid only if accepted within Sixty (60) Days, unless otherwise indicated in writing. Seller reserves the right to withdraw any quotation at any time before order is accepted by Seller.

DELIVERY:

All shipping dates are approximate. The Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, or due to acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages; or inability due to causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities.

SHIPMENTS:

All shipments are F.O.B. Seller's shipping point, and all goods are shipped at the Buyer's risk. Title to merchandise passes to the Buyer and Seller's responsibility for safe delivery ceases when merchandise is accepted in good order by the carrier. Any redress for damages sustained during transportation must be obtained from the carrier. Timely pursuit of this redress is the exclusive responsibility of the Buyer.

Freight will be allowed on shipments of Four Thousand (\$4,000.00) Dollars value or more to any Freight Station in the Continental United States. For Alaska, Hawaii or Puerto Rico, or any Foreign Destination, freight allowance will be made to the

nearest port of embarkation in the Continental United States.

Seller reserves the right to route all shipments. Shipments will be made via alternate route or carrier if expressly requested by Buyer, with the Buyer absorbing all extra transportation costs. All contracts of carriage are made by Seller acting as Agent for the Buyer, and are the same as if made by the Buyer itself.

Distributor's trading area for the distribution of Seller's fixtures shall be limited to the area assigned to and serviced by Seller's Field Representative. The Seller reserves the right to refuse to make direct shipments outside the Distributor's trading areas as herein defined.

RETURNS :

All fixtures made by Seller are made to order and not stocking items, therefore, the fixtures are not subject to return. However, whenever Seller deems the return of materials to the factory be required, a written "Return Goods Authorization" must accompany the returned items.

Products returned for defects in manufacture, or error in shipment on part of Seller will be accepted at full credit.

Credit will be allowed for only the actual quantity received by Seller.

LIMITATION OF REMEDY:

Seller will repair or replace F.O.B. factory, freight prepaid, at its sole option any of Seller's fixtures defective in workmanship or materials if such fixture is returned, freight prepaid, within One (1) year from date of shipment. Such replacement is the Exclusive Remedy against Seller. Should any of the fixtures delivered prove defective, Seller is not responsible for damage of any sort whatsoever, including

incidental and consequential damages. Deduction from remittances will not be allowed unless written authorization has been obtained from Seller.

WARRANTY:

All electrical components in Seller's fixtures are UL-listed or UL-Component listed unless specifically indicated to the contrary.

All Seller's fixtures are warranted against defects in workmanship and materials for One (1) year from date of shipment. This constitutes Seller's only warranty, and is in lieu of all other warranties, expressed or implied, written or oral.

There are no implied warranties of merchantability or fitness for a particular purpose that apply to Seller's (Kramer Lighting) products.

Auxiliary equipment furnished as a component in Seller's products carries only the warranty of the manufacturer thereof. Inoperative ballasts under warranty are to be delivered by the user to the designated manufacturer's service distributor, for replacement in accordance with its terms.

No employee, agent, dealer or other person is authorized to give any warranties on behalf of Seller, nor to assume for Seller any other liability in connection with any of its products, except in writing, signed by an Officer of Kramer Lighting, Inc., the Seller.

INDEMNITY

With respect to all goods manufactured either in whole or part due to customer specification, the Buyer will protect and indemnify Seller against all claims for damages or profits arising from alleged infringements to patents, designs, copyrights, or trademarks.