



Terms and Conditions of Sale Prudential Lighting Corporation

Terms of Payment: 1% — 10 days, net 30 days from date of invoice.

Prices: Quoted prices firm for orders placed within 30 days.

- (a) Prices are subject to change without notice unless expressly designated as firm for a specified period pursuant to a written Quotation or Sales Order issued by Prudential Lighting.
- (b) Prices do not include lamps. Any tax other than government charges shall be added to the prices.
- (c) Freight allowances per schedule. See Freight Allowance.

Price Adjustment — Delayed Delivery: Prices set forth on Quotation sheets or Sales Orders apply to merchandise delivered within the period stated thereon. Prices for merchandise delivered after such date, where delivery is delayed for reasons beyond the control of Prudential Lighting or its lighting component suppliers, shall be Prudential Lighting's prices in effect at the time of delivery.

Conditions of Sale:

- (a) **Title and Risk of Loss** — Title, damages and risk of loss pass to and are borne by purchaser upon delivery by Prudential Lighting to carrier. Once order is shipped, merchandise must be accepted at point of delivery.
- (b) **Acceptance Based on Prudential Lighting Written Quotation** — Acceptance of a purchase order is based solely on our written Quotation or Sales Order. Any deviation in a purchase order from written Quotation or the Terms and Conditions shall be disregarded unless a written change notification accompanies the purchase order and Prudential Lighting issues written confirmation that the change request was received and the change was made.
- (c) **Governing Laws** — The terms of sale of any product under this agreement shall be governed solely by California law and construed in accordance with the laws of California. The parties hereby consent to the exclusive jurisdiction of the Federal District Court for the Central District of California or the jurisdiction of the State of California Superior or Municipal Court in Los Angeles, California; Buyer waives any objection on the ground of venue or forum non conveniens or any similar grounds; and consents to service of process by mail or in any other manner performed by the relevant law.
- (d) **Guarantee and Waiver** — Prudential Lighting is not responsible for any obligations to purchaser other than to provide lighting fixtures and parts as specified by Prudential Lighting fixture descriptions. The Company does not accept responsibility for take-offs on job specifications, nor for compliance with specifications that are not stipulated in the request for quotation. No orders are accepted per plans and specifications or for guaranteed approval. All field measurements and dimensions are the responsibility of the contractor.
- (e) **Warranty** — All fixtures manufactured by Prudential Lighting have a 3-year warranty against mechanical defects. This warranty does not include fixtures damaged by mishandling or misapplication. Lighting parts and electrical components not manufactured by Prudential Lighting are subject to the listed warranties of the applicable manufacturer, and Prudential Lighting hereby denies any implied or expressed responsibility for implementation of these warranties.

This warranty does not include the cost of any inconvenience or property damage due to the failure of the product sold and does not cover damage due to misuse, abuse, accident and/or damage arising out of transportation of such products. Maximum liability, in any event, shall not exceed the unit purchase price of the product paid by the Buyer.

Many products can be supplied with specialized components for dimming, cold weather operation, etc. However, confirmation of such adaptability must be obtained from the component manufacturer before ordering fixtures.

- (f) **Claims** — All merchandise is properly packed for shipment. For extra protection, glass and certain plastic parts are packed separately. In the event of shipping damage, it is the responsibility of the Buyer to file a freight claim.
- (g) **Back Charges** — No back charges for any field work on fixtures will be accepted without prior written authorization from Prudential Lighting.
- (h) **Catalog Errors** — Every effort is made to prevent informational errors in any Prudential Lighting publications. Prudential Lighting will not accept responsibility for loss or damages due to errors of dimension data, prices, descriptions, etc.
- (i) **Acceptance by Buyer** — Retention by the Buyer for a period of 10 calendar days after receipt of any shipment of goods sold under a purchase order shall constitute an irrevocable acceptance of the goods contained in the shipment, unless Prudential Lighting is notified in writing in accordance with the terms contained herein.

(j) **Returned Merchandise** — Written authorization must be obtained from factory before merchandise can be returned for credit. Transportation must be prepaid on all returned merchandise. Credit will be issued at prices prevailing at time of shipment, or at the time of return, whichever is lower, provided the products are in saleable condition and are of current style and design and are currently listed in the Company's price list. A restocking charge, the amount to be determined at time of request, of the determined price plus original freight costs involved, will be deducted from the credit to cover the cost of handling, inspecting, and loss of profit. Custom-made or modified merchandise is not subject to return.

(k) **Change Orders** — After acceptance of purchase order, all requests for changes must be made in writing and shall not be effective unless Prudential Lighting issues written notification of change to purchaser.

Freight Allowance: F.O.B. Prudential Lighting factories or warehouses. Freight allowed on orders of \$3500.00 or more. Where freight allowance is specifically authorized it shall be at the Seller's option to determine the carrier. Freight allowance is based on one single shipment within the Continental United States unless stated otherwise on the written Quotation.

(a) Mounting hardware which is requested prior to delivery of fixtures will be shipped on a Prepay and Charge basis.

Shipments: All weights shown are approximate and are for estimating purposes only. Prudential Lighting will use its own discretion in routing all freight allowed shipments. The acceptance of shipment by a licensed common carrier shall constitute a delivery.

(a) It is the Buyer's responsibility to accept shipment when ready, or to provide adequate storage of the shipment.

Excused Delays: Time delays in manufacturing due to any cause beyond the control of Prudential Lighting or due to any request by the purchaser shall be added to the date of delivery. Prudential Lighting will not be responsible for such delays.

Attorneys' Fees: Should any legal action become necessary to enforce the terms of this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs of bringing and defending such action, including without limitation, reasonable attorneys' fees.

Discrepancies: Notification of all claims for short shipments, price differences, freight discrepancies, etc., must be made in writing within 5 calendar days from receipt of shipment and must include copies of all supporting information. Otherwise, any discrepancy shall be deemed waived.

IMPORTANT: The order is subject to all of the terms and conditions hereof, all of which are hereby accepted by the Buyer. The order becomes a binding contract when accepted by the Seller at its office. Such acceptance by the Seller shall be complete when (A) acceptance in writing is mailed by the Seller to the Buyer, or (B) when the Buyer receives delivery of and retains in its possession without immediate return or any written objection thereto for all or any part of the merchandise ordered hereunder, or (C) Buyer has given to Seller instructions relative to delivery dates, shipments, requests to bill and hold, or has otherwise assented to the Terms and Conditions hereof as to all or any part of the goods referred to hereunder.

Trading Area: Prudential Lighting reserves the right to refuse acceptance or shipment of any order when destination is outside of the wholesaler's or agent's normal trading area.

Cancellations: Orders are not cancelable except on payment for all costs incurred, engineering work performed and special material purchased.

DISCLAIMER

Unless otherwise stated in the Company's literature, all luminaires and accessories manufactured by Prudential Lighting are designed for use indoors, at voltages from 90% to 105% of rated and ambient temperatures of 50F to 85F; installed in conformity with all applicable codes and regulations; and not subjected to unusual atmospheric content, wind, moisture, pressure, vibration or other abnormal ambient conditions. Since the ultimate use of these luminaires and accessories is beyond the control of the Company, said Company assumes no responsibility for their proper operation of safety under other than the stated conditions or for any use other than that for which they were designed as described in the Company's literature, unless prior written approval has been obtained from the Company for the specific conditions.



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