



SOFT™ LIGHTING SYSTEMS, Inc.
1840 - 130th Avenue N.E. Suite #15 Bellevue, WA 98005
Phone: 425.556.5178 Fax: 425.556.9351

TERMS & CONDITIONS

All Orders Must Include a Written Purchase Order.

Terms – Net 30 days after the date of Invoice. A 1.5% per month service charge will be added to all past due balances.

Prices – Prices are subject to change without notice. All orders are subject to a minimum \$25.00 billing.

Cost of Collection – If buyer defaults with respect to any payment described here and above, it shall pay Seller for all costs and expenses, including legal expenses and attorney fees, incurred by Seller in exercising any of its right or remedies.

Transportation And Delivery – All estimates of delivery time are approximate and failure to effect shipment of an accepted order by such estimated delivery date will not be considered sufficient cause of cancellation without prior agreement confirmed in writing by Seller's authorized agent. Title to any goods sold and the risk of loss of such goods passes to Buyer upon delivery by Seller or Seller's vendors to the carrier, and any claims or losses or damage in transit shall be filed by Buyer directly with the carrier. Buyer shall inspect all goods immediately upon delivery for concealed damage. Buyer must notate any damage/shortage on carriers delivery receipt. Buyer must report all damage to goods to the carrier within 10 days of delivery of the goods. All returns must arrive back to Seller in good working order. Returned goods must be returned in the original packaging and are subject to a restocking charge. Any damage to returned goods will be for the account of Buyer. Soft™ reserves the right to ship goods via the most economical routing. If shipped otherwise upon Buyer's request, Buyer shall pay the difference in the rate of transportation. UPS and RPS damaged shipments must be reported to shipper within 10 days and must be in the original cartons at the original delivery point for inspection.

Shipments – Prices are F.O.B. shipping point, shipping and handling allowed on orders with a selling price of \$4,000.00 or more, per shipment, per destination in the continental United States. Orders that fail to qualify for the allowance will be charged shipping and handling at our cost plus 50 percent. If anchor bolts are requested to be preshipped, shipping and handling costs will be charged to Buyer at actual cost.

Cancellation, Returns or Suspension of Orders – Cancellation or suspension of orders will be accepted by Seller only upon terms that will indemnify Seller for liabilities and expenses incurred and for commitments made by Seller and which will provide for profit on work in process and for the contract value of goods completed and ready for shipment. Returns as the result of Buyer error are subject to a 35% restocking charge. Postponement of deliveries at Buyer's request, if for a period of more than thirty (30) days, will not be made without Seller's approval first being obtained. Seller has the option of either replacing defective goods or crediting Buyer for the purchase price of such goods. Seller will not accept the return of any goods without its prior written consent, and Buyer must request return authorization within thirty days (30) of the invoice date.

Taxes – All prices, quotations, orders and agreements are subject to all Federal, State and Local Taxes. These taxes will be added to the invoice unless legal proof of exemption is provided. Soft™ reserves the right to invoice separately for the taxes should it be necessary to make payment where they were not included at the time of invoicing.

Product Changes – Soft™ reserves the right to make modifications or changes to any of its products without prior notice and without incurring obligation.

Warranty - In no event shall Seller be responsible for incidental or consequential damages from any defect in the goods or the application or use of the goods to or with Buyer's products or breach of warranty including, but not limited to Buyer's, User's or any other person's loss of materials or profits, increased expense of operation, downtime or reconstruction of work or damages arising out of any products liability claim. Buyer shall give written notice to Seller of any claim for breach of warranty within thirty (30) days after receipt of the goods if the breach or defect in the goods was or should have been discovered upon inspection of the goods; and Buyer shall give written notice to Seller of any other claim for breach of warranty within ninety (90) days after it discovers or should have discovered such breach. All actions by Buyer for breach of warranty against Seller shall be brought within one (1) year after the cause of action thereon accrues. Seller shall be given a reasonable and prompt opportunity to investigate any goods against which a claim is made.

NOTE: BANNERS, FLAGS, STREAMERS, SIGNS AND OTHER EXTRANEIOUS ITEMS ATTACHED TO POLES VOIDS ALL POLE WARRANTIES AND MAY CREATE SEVERELY HAZARDOUS CONDITION.

NO OTHER GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, EXISTS BEYOND THAT ENUMERATED ABOVE.