

STANDARD TERMS AND CONDITIONS OF SALE

All purchase and sale transactions between Customer and the Company shall be in accordance with these Standard Terms and Conditions of Sale and, upon the consummation of one or more sales transactions between Customer and Company, the parties' course of performance in accordance with these Standard Terms and Conditions of Sale shall be established.

CONDITIONAL ACCEPTANCE

When the Company receives a Customer's Purchase Order, regardless of any attempt by the Customer to limit the Company to Customer's terms and conditions, as stated in the Order or otherwise, the Company will accept Customer's Order only to the extent that the terms and conditions of the Order exactly mirror those contained herein and in our invoice. Furthermore all sales are conditional on Customer's assent to the additional and different terms contained herein and in our invoice. Customer's consent to Company's additional and different terms shall be accomplished by Customer taking possession from Company at F.O.B. point of all or any portion of the goods set forth in the Company invoice unless Customer has, in writing and within three (3) days of receipt of the invoice, set forth Customer's specific objections to Company's Terms and Conditions stated herein or in Company's invoice, in which case the order and sale shall be cancelled and Customer may not keep any of the goods shipped and invoiced. The Company will consent to cancellation of orders for specials or custom equipment, if at all, only subject to the application by the Company of a cancellation charge; if the Customer fails to pay the Company-established cancellation charge, then the order and sale shall not be cancelled and Customer shall be liable in full for the order as invoiced and pursuant to these Standard Terms and Conditions of Sale.

No statement, promise, or inducement made by the Company's sales representative, or any agent or employee of the Company, that is not contained herein shall be valid or binding unless authorized in writing by the Company Headquarters and reflected in the Company invoice.

TERMS OF PAYMENT

1% 10th prox. Net 25th. Past due accounts are subject to a monthly service charge equal to 1-1/2% of the overdue balance, but in no event higher than permitted by applicable law. In addition, the Customer shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by the Company in collecting or attempting to collect any and all overdue accounts. The Company reserves the right without liability to Customer or otherwise to rescind its acceptance of any Customer order or to suspend performance of any deliveries in the event the Customer fails to pay for any shipment when payment is due or in the event the Company deems itself insecure with respect to Customer's credit, or ability or willingness to pay the Company for any money owed or to be paid. If the Customer's financial responsibility becomes unsatisfactory to the Company, the Company reserves the right to require cash payments in advance or other satisfactory security.

PRICES

Published prices are subject to change without notice. In the event of a price increase all released orders on hand and all hold for release orders will be billed as set forth in the price increase announcement. Distributors stock will be price protected in event of any published price reduction under the following conditions:

- a) Credit can be issued only upon written request from our Distributors thru the Company representative, showing the quantity by catalog number of the items in stock at time of price reduction, provided that the Company has shipped at least that amount of each item to his stock during the sixty (60) days prior to date of price reduction.
- b) Credit cannot be issued on any shipments made direct to Distributor's customers.

Charges for dies, tools or other equipment do not convey ownership or right to possession therein to customer. All such tools, dies and equipment shall be and remain the property of the Company, and the Company shall have the exclusive right to possession and control of same.

MINIMUM BILLING

Due to the high cost of handling small orders, the minimum price on any order will be \$50.00 net.

ERRORS AND OMISSIONS

The Company Catalog and Buyer's Guide are prepared for the convenience of the user and shall not be construed as an offer to sell. Generally, the Company believes that they are complete and accurate at time of printing to avoid error, but the Company does not warrant that they shall be error-free. The Company reserves the right to delete or change information and design at any time without notification. In any event, the Customer shall be solely responsible for choosing Company products for Customer's use, application or resale.

DELIVERY

All shipments are F.O.B. our shipping point, and all goods are shipped at the Customer's risk. Title to merchandise passes to Customer, and the Company's responsibility for sale delivery ceases, when merchandise is accepted in good order by the first carrier. Any redress for damages sustained during transportation must be obtained from carrier. Timely pursuit of this redress is the exclusive responsibility of the Customer. Freight will be allowed on shipments in excess of \$3,000 made to project site locations within the continental limits of the United States or PORT OF EMBARKATION on shipments to Alaska or Hawaii and in excess of \$3,000 made directly to distributor locations within the continental limits of the United States or PORT OF EMBARKATION on shipments to Alaska or Hawaii.

The Company reserves the right to refuse shipments to points of destination outside the regular or assigned selling of service area of the Customer. The Company will use its own discretion in routing shipments on which it allows transportation charges. Customer requested routings will be employed if the Customer pays the difference between the Company's regular and requested routing, as determined solely by the Company. All contracts of carriage are made by the Company acting as agent for the Customer, and are the same as if made directly by the Customer. Stocking and non-stocking items are subject to change without notice at our discretion. Where both stocking and non-stocking items are included on the same order, stock items will be held pending completion on the non-stocking items. Partial shipments will be made at the direction of the Customer, provided the Customer pays excess freight. Where the Company is allowing freight charges, the Company reserves the right to ship all orders in one complete shipment. Partial shipment will be made at the discretion of the Company.

STORAGE

Any detention, demurrage, storage, or auxiliary charges assessed by carriers or warehousemen resulting from Customer's requirements for special service, or Customer's failure to accept delivery in a timely manner, shall be paid by Customer.

DELAYS IN DELIVERY

Any shipping dates stated by the Company or any Company Representative are approximate. The Company shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its control, or due to an act of God, acts of the Customer, acts of civil or military authority, Company production priorities or scheduling related to other customer's orders or Company requirements, fire, 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.

LIMITED WARRANTY

All Company products are warranted against defects in workmanship and materials for one year from date of the Company's shipment. THIS CONSTITUTES THE COMPANY'S ONLY WARRANTY IN CONNECTION WITH THE SALE OF THE PRODUCTS WHICH ARE SET FORTH IN THE COMPANY'S INVOICE TO CUSTOMER. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND THE COMPANY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Company will repair or replace, at Company's sole option, F.O.B. factory, freight prepaid, any Company product or component determined by the Company to be defective in workmanship or materials if such product or component is returned by the Purchaser within one year from date of the Company's shipment. REPAIR OR REPLACEMENT IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE ABOVE WARRANTY.

Auxiliary equipment (including without limitation ballasts, power supplies and lamps) furnished as a component in or with the Company's product carries only the warranty of the manufacturer thereof, if any. The Company sells same "AS IS." Defective components under warranty by their manufacturer are to be delivered by the Customer or user of the designated manufacturer as directed. No employee, agent, dealer or other person is authorized to give any warranties on behalf of the Company, nor to assume for the Company any other liability in connection with any of its products, except in a writing which is specifically signed by an officer of the Company.

LIMITATION OF REMEDY

IN NO EVENT, WITHOUT LIMITATION, SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES OF THE CUSTOMER SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE USE, SALE OR DELIVERY (OR FAILURE OF DELIVERY) OF THE COMPANY'S PRODUCTS SOLD PURSUANT TO THESE STANDARD TERMS AND CONDITIONS OF SALE OR INVOICED TO THE CUSTOMER.

INDEMNITY

With respect to all products manufactured in either whole or part in accordance to customer specifications, the Customer agrees to defend and hold the Company harmless from all liability, loss, cost, and expense (including attorney's fees) that may be based on, relate to, or arise out of any alleged infringement of patents, designs, copyrights, trademarks, and other proprietary rights or any defect or failure of product (other than manufacturing defects caused solely by the Company).

VARIATIONS

Variations shown in the supplementary sections of the Buyer's Guide are subject to minimum order quantities.

RETURNED GOODS

Deduction from remittances will not be allowed unless written authorization has been obtained from the Company Headquarters. All returned goods must be accompanied by a "Returned Goods Authorization," which can be obtained only through the local Company representative, and issued by the Company.

1. NOT SUBJECT TO RETURN.
 - a) All non-stocking items.
 - b) Special modified or made-to-order equipment. This includes units with non-standard system component accessories.
2. STANDARD CATALOG PRODUCTS LISTED HEREIN AS STOCKING BY THE COMPANY MAY BE RETURNED SUBJECT TO THE FOLLOWING CONDITIONS.
 - a) Request to return material must be made within ninety (90) days from date of the Company's shipment, and must show Customer's order or the Company's invoice number, date and quantities of item by catalog number.
 - b) Material must be new, in unopened cartons – and currently listed in the Buyer's Guide.
 - c) Credit will be issued at our price on the specific shipment, from which will be deducted the expense for transportation both ways and a minimum service charge of 20% of the invoice value to partially cover the cost of handling unpacking, reconditioning and repacking in new cartons.
 - d) Credit will be allowed only for the actual quantity we receive.
 - e) We reserve the right to limit the returns from any Distributor, in any calendar quarter, to 5% of the value of all purchases shipped to his stock from us during the previous calendar quarter.
 - f) We reserve the right to limit the returns from any job to 10% of the value of the job, unless the material is being exchanged for other Company material for the same job.
 - g) No Returned Goods Authorization will be processed for less than \$250.00.

Products returned for defects in manufacture, or the Company errors in shipment, will be accepted at full credit, including inbound and outbound freight.