

TERMS AND CONDITIONS OF SALE

ACCEPTANCE/GOVERNING TERMS:

These Terms and Conditions of Sale ("Agreement") shall apply to all sales of products by Evenlite, a Corporation of the State of Maryland. As used in these Terms and Conditions of Sale, "we", "factory", and "our" shall refer to Evenlite. Unless specifically agreed in writing by an authorized representative of Evenlite, any different or additional terms and conditions proposed by any customer in a purchase order, response to quotation, or other proposal are hereby rejected by Evenlite, and shall not be incorporated into the agreement for sale of Evenlite products. Customer's assent to these Terms and Conditions of Sale shall be conclusively presumed from customer's ordering products quoted by Evenlite, customer's failure to object in writing to these Terms and Conditions of Sale, and or customer's acceptance of all or part of any products ordered. If Evenlite is found to have acknowledged customer's order or proposal, and such acknowledgement constitutes an acceptance of an offer, such acceptance is expressly made conditional on customer's assent solely to these Terms and Conditions of Sale, which shall form part of the acknowledgment, and acceptance by customer of any products shall be deemed to constitute such assent. If any quotation or other document of Evenlite is deemed to constitute an offer to customer, customer's acceptance of such an offer is limited to these Terms and Conditions of Sale.

TERMS OF PAYMENT:

Terms of payment for Evenlite shall be NET 30 days. No discounts are allowed without prior approval in writing by an authorized representative of Evenlite. A service charge of 1.5% per month will be charged by Evenlite or its authorized collection agency on any customer balance due at the end of the month following the month of billing. Should it become necessary for Evenlite to institute formal collection proceedings to collect any past due amounts from the customer; Evenlite shall be entitled to recover its attorney's fees and other costs associated with the proceedings. Notwithstanding the acceptance of any order by Evenlite, we reserve the right not to ship material to any customer not paying in accordance with our terms or who in the sole opinion of Evenlite, may be unable to meet its payment obligations to Evenlite.

FREIGHT TERMS:

Freight will be prepaid and allowed by Evenlite for orders totaling \$1200 or more for both tritium self-luminous products or electrical products, or any partial releases meeting the set criteria that is to be shipped within the limited continental United States. Outside the continental United States, customer should consult factory. Orders not qualified for paid freight will be shipped with transportation charges prepaid by Evenlite, and added to customers' account. Partial shipments will be made at the direction of the customer, provided the customer pays excess freight. When Evenlite bears the cost of the shipment, we reserve the right to ship all orders in one complete shipment. Partial shipments may be made at our discretion. Evenlite will not be held responsible for storage charges or cartage charges beyond the destination address acknowledged by Evenlite. All shipments will be made by carrier selected by shipper; normally UPS surface. If order is above \$1200 and customer requires carrier other than UPS, invoice will reflect any additional difference in freight charges.

DIRECT SHIPMENTS:

Evenlite reserves the right to refuse the request of any distributor to make direct shipments of products to any destination inside or outside the regular or assigned sales and service area of the distributor.

MERCHANDISE AND CLAIMS TERMS:

Unless otherwise noted, sales of Evenlite products will be FOB factory. Title to all products shall pass from Evenlite to our customers upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur. All claims for loss or damage in transit must be made by consignee to carrier within 30 days.