

STANDARD TERMS AND CONDITIONS OF SALE

PAYMENT TERMS

Net 30 days.

Edison Price Lighting (EPL) reserves the right to hold shipments on any orders and charge a service charge if Buyer is delinquent in payment of invoices.

PACKAGING, SHIPMENT AND DELIVERY

All material is sold and all shipments made FOB EPL factory.

On releases of more than \$7,500 net invoice value, freight to points in the contiguous United States will be prepaid by EPL at no charge to the Buyer. For such shipments to Alaska and Hawaii freight will be prepaid only to the designated port in the contiguous United States, collect charge beyond.

On releases of less than \$7,500 net invoice value, domestic freight will be prepaid and charged. If EPL should make partial freight shipments on such an order, the Buyer will be charged for the initial shipment only.

EPL will determine packaging, unless the Buyer specifies differently. Any additional cost for special packaging will be paid by the Buyer.

EPL reserves the right to select carrier, routing and truck size. If any shipment is made in accordance with the Buyer's instructions, and additional labor or carrier costs are incurred, such costs shall be paid by the Buyer.

EPL reserves the right to make partial shipments unless the Buyer expressly stipulates otherwise. All such shipments shall be separately invoiced and paid for when due, without regard to subsequent or preceding shipments. Delay on any partial shipment shall not relieve Buyer of its obligation to accept remaining shipments.

SHIP ESTIMATES

Any estimated shipment dates given by EPL either verbally or in writing are our best approximation and shall not be deemed to represent a fixed or guaranteed date unless stated otherwise. Shipment of merchandise is subject to any and all delays including, but not exclusive of, strikes, fires, riots, wars, acts of God, inability to obtain materials or parts, government regulations or other conditions. EPL shall not be responsible for any damage or loss resulting directly, indirectly, incidentally or consequentially from such delayed shipments or inability to ship.

MINIMUM ORDERS

Orders for less than \$250 net value will be subject to a minimum billing of \$250. This minimum does not apply to parts.

QUOTATIONS

Quotations are firm for 30 days, unless stated otherwise.

Acknowledged orders are price-protected if released within three months of printed Acknowledgment date, unless stated otherwise.

Releases for shipments beyond the price-protected period are subject to price escalation as quoted.

Quotations do not include special packaging, special mounting hardware or special handling unless stated otherwise.

Additions to orders already acknowledged shall be considered separate orders and will be priced accordingly. Additions must meet the minimum freight allowance.

ACKNOWLEDGMENTS

The acceptance of the Buyer's purchase order is contingent upon written acknowledgement by EPL in the form of a printed Acknowledgment.

MADE-TO-ORDER PRODUCTS

Made-to-Order (MTO) products, as defined by EPL, require the submission of and approval of drawings before release for manufacture; and may not be returned for credit. If the Buyer cancels an order for an MTO product or substantially changes its requirements after EPL has submitted drawings, EPL will charge the Buyer a design fee of \$1,000 or 20% of the product price, whichever is greater. If the Buyer cancels an order for an MTO product after released for manufacture, EPL will charge the Buyer 100% of the product price.

RETURNED GOODS

All returned goods must be accompanied by a Return Goods Authorization (RGA) issued by EPL. EPL reserves the right to refuse to issue an RGA.

Requests to return non-defective surplus items must be made within 90 days of shipment.

Special, made-to-order or discontinued items are not subject to return. EPL reserves the right to define these terms.

Items must be properly packaged and returned in sealed cartons. Returns must be made freight prepaid within 31 days of issue date of RGA.

All items returned are subject to inspection. Unsalable or damaged items will receive no credit. Credit will be issued at rates prevailing at the time of shipment, or time of return, whichever is lower, less a 50% handling and restocking charge.

PAYMENT DETAILS

Payments shall be made as specified in the Payment Terms above. EPL reserves the right to charge interest if payments are not made within our terms and may suspend shipments or deliveries until such charges are paid.

EPL reserves the right to set a credit limit for the Buyer, and it may suspend shipment whenever Buyer exceeds this limit, even if no money is past due. EPL reserves the right to change its credit limits at any time.

If the financial condition of the Buyer becomes unsatisfactory, as defined by EPL, EPL may limit or cancel the credit of the Buyer, may require payment in cash before delivery, and may demand immediate payment for items previously invoiced. Failure of the Buyer to make such payments within five days after receipt of written demand shall constitute a breach of this agreement. Approval of credit for one or more shipments shall not be deemed a waiver of the above terms.

EPL shall be entitled to reimbursement by the Buyer for all expenses (including reasonable attorney's fees and other costs) incurred by it in connection with the collection of monies due.

If any shipment, made in accordance with the Buyer's instructions, is refused by the Buyer for whatever reason, Buyer shall be responsible for payment as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for any reasonable storage, handling, redelivery or interest charges, and shall pay such charges as invoices are rendered.

If the Buyer notifies EPL to delay a delivery of merchandise after that merchandise has been released, the Buyer shall pay reasonable incurred costs and storage charges until such merchandise is delivered and accepted.

EPL shall retain a security interest in all goods sold until the full amount of the purchase price (including service charges) has been paid. In addition, EPL may have other rights and recourse afforded by the Uniform Commercial Code.

CLAIMS AND ADJUSTMENTS

EPL's sole responsibility and obligation for defective merchandise shall be limited to the repair or replacement, at EPL's option, of the merchandise at its cost and expense. EPL shall not be responsible for any other damage or loss which may be sustained or claimed, including but not limited to incidental or consequent damages.

Claims for shortages, losses, and apparent or concealed damages sustained in transit shall be made by the Buyer against the carrier.

Claims for shipping errors or concealed shortages will be waived unless made in writing to EPL within 31 days of the receipt of merchandise.

Fixtures (other than fixtures with integral LED engines) are supplied without lamps. If lamps are supplied by EPL this is done for the convenience of the Buyer and therefore, EPL will assume no responsibility for damage or looseness of lamps.

WARRANTY

All products designed and manufactured by Edison Price Lighting (EPL) are covered by the following warranty terms.

- (1) **GENERAL CONDITIONS:** (A) Warranty applies to products manufactured and sold by EPL. Warranty does not apply to track, adapters, or fixtures, manufactured or sold by manufacturers other than EPL. (B) Warranty applies to EPL products only if installed in accordance with local building and electrical codes, and EPL installation instructions sheets. Warranty applies only to the original purchaser, and does not apply to products that have not been paid for within 30 days of invoice date. (C) EPL will not be responsible for any consequential or incidental damages in connection with any breach of its warranty. In all cases, warranty does not apply to misuse, negligence, accident, electrical current surges, improper installation, abnormal usage, or violation of instructions. Warranty does not apply to failures resulting from incompatibilities between building control systems, including dimming systems, and EPL products. Warranty does not cover the provision of scaffolding, man-lifts, 'cherry pickers' or other extraordinary means of access to a product requiring maintenance. (D) EPL's liability for defective product does not exceed the cost of the product, and does not cover labor or installation costs, unless expressly noted in Warranty.
- (2) **SIGHTLINE® SYSTEMS:** (A) A twelve year warranty applies to SightLine® track systems. Warranty must be asserted within twelve years of shipment date. (B) Track systems must be mounted to a ceiling using installation hardware is supplied by EPL in accordance with instructions provided by EPL. Warranty does not apply to track systems where fixtures by another manufacturer, not sold through EPL, have been installed.
- (3) **LED TRACK FIXTURES AND LED SURFACE MOUNTED FIXTURES:** (A) A five year warranty applies to LED surface mounted fixtures and LED track fixtures installed in SightLine or any other track made by EPL, including drivers and integral dimmers, if any. Warranty must be asserted within five years of initial shipment date. (B) A three year warranty applies to LED track fixtures installed in EUTRAC, including drivers. Warranty must be asserted within three years of initial shipment date. (C) A track fixture manufactured by another manufacturer but equipped with an EPL track adapter for use on EPL track is warranted as follows: A twelve year warranty applies to the EPL track adapter; the remainder of the fixture is covered by the warranty of its manufacturer as posted on that manufacturer's website. All warranty claims may be made to EPL directly, according to the terms of Section (1) (D). EPL will accept the return of such a fixture, will repair the track adapter if necessary, and will forward the track fixture to its manufacturer for repair if necessary. EPL will accept no further liability for the fixture. (D) Warranty does not apply to an EPL track fixture installed in track manufactured by another manufacturer unless so stipulated the fixture's specification sheet. (E) Warranty does not apply to track fixtures made by another manufacturer, not sold through EPL, but installed in track made by EPL. (F) Upon notification of defective track fixture, EPL will issue an RGA, and Purchaser must ship complete fixture to EPL. Upon receiving returned fixture, EPL will make a final and binding diagnosis for defect in workmanship or materials. If, after confirming defect as covered by EPL's warranty, EPL will repair existing fixture or offer replacement fixture of comparable function, as determined by EPL, and will ship replacement free of charge.
- (4) **LED RECESSED FIXTURES** (A) five year warranty applies to recessed fixtures, if asserted within five years of initial housing shipment date. Warranty applies to all electrical components except emergency battery packs which are covered by manufacturer. Warranty covers LED modules with lumen depreciation at levels below 70% of initial lumen output, within five years of initial housing shipment date. (B) Upon notification of defective recessed fixture, EPL will work with the Purchaser to troubleshoot remotely or identify defective component. If not solved remotely, EPL will issue an RGA, and Purchaser must ship either specific component or complete fixture as determined by EPL. EPL will ship to the Purchaser the replacement component or fixture of comparable function, as determined by EPL. Upon receiving returned fixture, EPL will make a final and binding diagnosis for defect in workmanship or materials. If, after confirming defect as covered by EPL's warranty, EPL will credit the cost of replacement component or fixture.
- (5) **OTHER FIXTURES** (A) A five year warranty applies to all fixtures lacking integral LED light engines, including fixtures designed for retrofit LED lamps, if asserted within five years of initial housing shipment date. Warranty does not apply to lamp, which is purchased separately. Warranty applies to electrical components, except emergency battery packs and ballasts, which are covered by manufacturer. (B) The return process follows the steps stipulated above, whether for track fixtures (1.C) or recessed fixtures (2.B).

SPECIFICATIONS

Merchandise will be shipped in accordance with current EPL catalog pages or approved drawings. If Buyer waives drawing approval, EPL makes no guarantee that merchandises will be as per Buyer's purchase order.

In the event of a conflict between a Buyer's written purchase order and an EPL drawing or catalog page marked "approved" by the Buyer, the drawing or catalog page shall prevail.

EPL reserves the right to change, without notice to Buyer, details of design, materials or finish in any way that will not alter installed appearance or reduce function or performance.

EPL will not be bound by general or blanket instructions not included in the Buyer's purchase order. Such general phrases as "all material supplied as per plans and specifications," when included in an order, are not valid unless specifically accepted by EPL in writing.

Every effort is made to avoid errors and omissions in catalogs, price sheets, drawings, etc. EPL will not be responsible for charge-backs for such errors or omissions unless prior approval is given in writing by an EPL officer.

EPL will not accept a waiver of drawing approval on special items, as defined by EPL.

GENERAL

These terms and conditions shall apply to every order acknowledged by EPL unless specific exception is noted on our printed Acknowledgment.

Additions, deletions or other changes to an order are subject to the terms and conditions above.

In the event of a conflict between the Buyer's and EPL's terms and conditions, the Buyer, by virtue of the acceptance of a printed EPL Acknowledgment, acknowledges that EPL's terms and conditions shall take precedence and apply.

All contracts with EPL, and all terms and conditions in connection with such contracts, shall be subject to the laws of the State of New York.