

TERMS AND CONDITIONS

- 1. Acceptance of Terms.** These Terms and Conditions shall apply to all sales of products by Light Corporation. Unless otherwise specifically agreed in writing by an authorized representative of Light Corporation, any different or additional terms and conditions proposed by and/or contained in a purchase order, response to a quotation, or other proposal are hereby rejected by Light Corporation and shall not be incorporated into the agreement for sale of Light Corporation products. Buyer's assent to these Terms and Conditions shall be conclusively presumed from Buyer's ordering products quoted by Light Corporation. If Light Corporation is found to have acknowledged Buyer's order or proposal, and such acknowledgement constitutes an acceptance of an offer, such acceptance is expressly made conditional on Buyer's assent solely to these Terms and Conditions which shall form part of the acknowledgement and acceptance by Buyer of any products and shall be deemed to constitute such assent. If any quotation or other document of Light Corporation is deemed to constitute an offer to Buyer, Buyer's acceptance of such offer is limited to these Terms and Conditions.
- 2. Taxes.** Prices on the goods specified in any quote do not include any city, state, or federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes, fees, or other charges imposed by governmental entities. When applicable, taxes will be added to the invoice as a separate charge to be paid by Buyer. If an exemption from a tax is claimed, supporting documents must be furnished by Buyer prior to delivery.
- 3. Quotes, Minimum Orders and Pricing.** Any and all sales quotations provided by Light Corporation to Buyer shall automatically expire thirty (30) calendar days from the date issued, and are subject to termination by Light Corporation by notice to Buyer at any time. A handling fee of \$40 will be added to all orders less than \$150 (exclusive of freight and taxes). Prices are subject to change with thirty (30) days notice.
- 4. Terms of Payment.** All payments shall be due thirty (30) days after the date of Light Corporation's invoice. All payments made after thirty (30) days from the date of the invoice shall be subject to a service charge of one and one-half percent (1.5%) per month based on the outstanding balance. For any special order requiring Light Corporation to produce a custom made product, Buyer shall pay one-third of the total Order price upon delivery of its Purchase Order, and the remaining two-thirds of the total Order price within thirty (30) days of shipment, subject to approved credit. For any Buyer without established credit or at the direction of Light Corporation, Buyer shall pay one-third of the total Order price upon delivery of its Purchase Order, and the remaining two-thirds of the total Order price within ten (10) days of shipment, subject to approval of Light Corporation. Should it be necessary for Light Corporation to institute formal proceedings to collect any past due amounts, Light Corporation shall be entitled to recover its attorneys' fees and any other costs associated with the collection proceedings. Notwithstanding the acceptance of an order by Light Corporation, we reserve the right not to ship product to a party not paying in sole discretion. A personal guarantee and/or irrevocable letter of credit may be required.
- 5. Cancellation.** Buyer may cancel an Order up to five (5) days prior to delivery; however, Buyer may not cancel or change an Order without the written consent of Light Corporation. If Buyer desires to cancel or change an Order, Buyer must deliver a written request for cancellation of the Order to Light Corporation Customer Service. If Light Corporation consents to Buyer's written request for cancellation of the Order, Buyer shall pay to Light Corporation the percentage of the total Order price which equals the percentage of the Order completed by Light Corporation at the time of cancellation, or a 15% restocking fee, whichever is greater.
- 6. Delivery.** All shipments under the Order are F.O.B. Light Corporation's warehouse, Grand Haven, Michigan, and all risk of loss shall pass to Buyer at that time regardless of the method of shipment that may be elected by Buyer. Shipping will be added as a separate charge on the invoice. Any special charges for handling or lift gate usage or similar services will be added to the invoice. All shipments will be made via carrier selected by Light Corporation. Light Corporation reserves the right to ship all items on orders in one complete shipment. Light Corporation will not be responsible for storage charges or cartage charges beyond the destination address acknowledged by Light Corporation or for rescheduled delivery dates or times. Any/all additional on site storage charges will be the responsibility of the Buyer. If Buyer requires a 24-hour notice before delivery, a service charge of \$50.00 will be prepaid and added to the invoice to offset the carrier charge.
- 7. Title Transfer and Freight Claims.** Title to all products shall pass from Light Corporation to Buyer upon execution of bill of lading or tendering freight to carrier's agent or Buyer's agent, whichever first shall occur. Consignee must make all claims for loss of damage in transit to carrier immediately upon receipt of shipment. All claims of damage or shortage must be clearly documented on bills of lading at the time of receipt in order to protect consignee's rights. Light Corporation will assist in processing property documented freight.
- 8. Ordering Procedures.** All Purchase Orders must be in writing with specified delivery dates, shipping address, quantities and complete product description. Light Corporation may accept or reject any order without liability to Buyer and any order shall not be binding on Light Corporation until it has been approved and accepted by Light Corporation.
- 9. Delays.** Light Corporation will not be liable for any delay in the performance of its obligations under the Order, or for any damages suffered by Buyer due to such delay, if the delay is, directly or indirectly, caused by a fire, flood, accident, civil unrest, act of God, war, governmental interference or embargo, labor strike, shortage of materials, or any other cause beyond Light Corporation's control.
- 10. Shipping Dates.** Shipping dates are approximate and are based on conditions existing at the time of Light Corporation's receipt of Buyer's firm order with complete information. A ship date will be assigned within three business days after receipt of purchase order, with the exception of nonstandard/custom items. A minimum of two weeks lead-time is required to ship standard products, with the exception of exterior fixtures and controls, which have a 3-6 week lead time. Light Corporation will in good faith endeavor to ship by the estimated shipping date but it shall not be responsible for any delay or any damage arising there from. It is agreed that time is not of the essence. This provision also applies to will-call orders.
- 11. Nonconforming Goods.** Buyer shall inspect all goods upon tender and delivery by Light Corporation, and should any of the goods be nonconforming goods, Buyer must notify Light Corporation, in writing, within ten (10) days of Light Corporation's tender and delivery of the goods describing the nature of any nonconformity. Light Corporation shall have the right and option to repair or replace any nonconforming goods. The failure of Buyer to notify Light Corporation in writing that the goods are nonconforming within ten (10) days of Light Corporation's tender and delivery of the goods, shall constitute acceptance of the goods and Buyer shall be liable to Light Corporation for the total Order price.
- 12. Return of Defective/Damaged Product/Component.** If product is defective within its warranty period, please contact a Light Corporation customer service representative for a Return Material Authorization number (RMA). After contacting Light Corporation and receiving a RMA number, the Buyer shall promptly return the product and/or component at the Buyer's expense to Light Corporation after receiving instructions as to if, when and where to ship product/component. However, all ballasts determined to be defective must be returned through the Light Corporation RMA process for credit. Light Corporation reserves the right to examine all failed products and/or components and reserves the right to be the sole judge as to whether any products and/or components are defective. Failure to follow this procedure may void the warranty. Any merchandise damaged during shipment from Light Corporation must be identified and noted on the Bill of Lading immediately upon receipt. All product must be clearly marked and identified with the RMA number. Any and all freight without proper RMA authorization will be refused at our dock.
- 13. Return of Non-Defective Product/Components.** No merchandise may be returned by Buyer without prior written authorization in the form of a RMA number which has been issued by Light Corporation expressly for the merchandise to be returned. This RMA will be issued at the sole discretion of Light Corporation and must be requested by Buyer within 60 days of the original shipment date. Returned merchandise must be in its original sealed cartons. No special products, custom-made products, or outdated or modified items may be returned by Buyer. The minimum value, for which an RMA will be issued is \$500.00, except for products considered by Light Corporation to be defective in workmanship or materials. All returns will be subject to a minimum 15% handling and restocking charge, and a charge back will be made for the freight expense of the original shipment. Any/all freight without proper RMA authorization will be refused at our dock.
- 14. Changes in Product Design.** Light Corporation reserves the right at any time to change, discontinue or modify the design and construction of any of its products and to substitute materials equal to or superior to that originally specified.
- 15. Limitation of Damages.** LIGHT CORPORATION'S MAXIMUM CUMULATIVE LIABILITY TO BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS CLAIMED DEFECTIVE. IN NO EVENT SHALL LIGHT CORPORATION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR LOST GOODWILL, RELATING TO THE GOODS SOLD HEREUNDER, THEIR INSTALLATION OR USE, WHETHER IN CONTRACT, TORT PURSUANT TO STATUTE OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER AND THE SOLE EXCLUSIVE LIABILITY OF LIGHT CORPORATION.
- 16. Warranty.** Light Corporation products are subject to the Light Corporation Limited Warranty which is adopted and incorporated herein.
- 17. Special Orders.** For products manufactured by Light Corporation to meet Buyer's particular specifications or requirements, Buyer shall indemnify and hold Light Corporation harmless from any and all claims arising from the purchase, use, or sale of the special goods, and from any related costs, attorneys' fees, expenses, or liabilities incurred by Light Corporation therefrom. No return of any custom designed and/or manufactured products will be allowed. Custom designed products will typically require additional lead times and may be subject to other conditions. Buyer acknowledges that any custom order designs and any resulting patent, license or other intellectual property shall at all times be the property of Light Corporation.



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