

TERMS AND CONDITIONS OF SALE

1. Definitions
 - A. "Targetti Poulsen" means Targetti Poulsen USA Inc., a Florida Corporation.
 - B. "Home Office" means Targetti Poulsen's corporate headquarters at 3260 Meridian Parkway, Fort Lauderdale, FL, 33331.
 - C. "Custom Item" means any Targetti Poulsen product not listed in the current Targetti Poulsen product catalog as well as products in such catalog that have been discontinued. Custom Items include special, modified, or made-to-order fixtures.
2. Payment
 - A. Invoices are due, in full, net 30 days from the invoice date.
 - B. If, in the opinion of Targetti Poulsen, the financial condition of the buyer becomes impaired or unsatisfactory, Targetti Poulsen may at any time, limit or cancel the credit of buyer and may require from buyer payment in cash before delivery for current and future deliveries and demand immediate payment for goods previously delivered. Failure by buyer to make such payments within 10 days after demand shall constitute a breach of this agreement by buyer. Approval of credit of one or more deliveries shall not be deemed a waiver hereof.
 - C. If any shipment made in accordance with the buyer's instructions is refused for whatever reason, the buyer shall be responsible for full payment for such merchandise, in accordance with the terms of this agreement, as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for Targetti Poulsen's standard storage, handling and redelivery charges and shall pay such charges as invoices are rendered.
 - D. Buyer shall make payment as specified herein. Targetti Poulsen may suspend shipment until such payment is received. Buyer may not debit or "backcharge" Targetti Poulsen. Targetti Poulsen will charge a \$50.00 administrative fee for any returned check.
 - E. Buyer shall reimburse Targetti Poulsen for all expenses (including reasonable attorney's fees and all other costs) incurred to collect any amounts due. Furthermore, Targetti Poulsen will charge interest on past due amounts at a rate of 1% per month until paid.
3. Price and Quotations
 - A. The prices shown in Targetti Poulsen's Price Sheet are the prices prevailing at the time the Price Sheet was published. Targetti Poulsen reserves the right to change these prices at any time. Unless otherwise provided in writing, the order will be billed at prices prevailing at time of shipment.
 - B. Possession of a Price Sheet does not entitle one to purchase at prices shown, and possession of a Price Sheet is not in itself an offer to sell.
 - C. Price quotes must be issued in writing and are valid for 30 days unless otherwise printed on the quote. Purchase orders for standard items or Custom Items received and acknowledged by Targetti Poulsen within this 30 day period will be price protected for shipment within 90 days from the date of the order or December 15th of that calendar year, whichever comes sooner. Prices for items shipped after the price protected period will be charged at Targetti Poulsen's then current price list.
 - D. Additions to orders already processed shall be considered separate orders and shall be priced accordingly.
4. Purchase Orders
 - A. The acceptance of the buyer's purchase order is contingent upon Targetti Poulsen's issuance of a written order confirmation statement.
 - B. Buyer's acceptance of the provisions of such order confirmation statement shall be conclusively presumed if no written objection is received by Targetti Poulsen's Home Office within 15 days from the date of said order confirmation statement. It is the buyer's responsibility to communicate any objections or discrepancies directly to Targetti Poulsen's Home Office, rather than through Targetti Poulsen's representatives.
 - C. Targetti Poulsen hereby gives notice of its objection to any different or additional terms and conditions other than as stated herein. The acceptance of the buyer's order is expressly made conditional on the buyer's assent to the terms and conditions set forth herein.
 - D. Replacements or re-orders shall be considered as new orders.
5. Custom Items
Targetti Poulsen reserves the right to sell a Custom Item only to the distributor who assisted Targetti Poulsen in the development of the business for a specific customer. At the time of release, before any portion of an order for a Custom Item will be produced, Targetti Poulsen requires a 50% down payment from the buyer towards the purchase price of such Custom Item. The buyer may not cancel or change an order for a Custom Item.
6. Cancellations
 - A. Cancellation applies only to standard items. A cancellation fee equaling 25% of the net order amount will apply to any cancellation received 24 hours after an order is released.
 - B. Orders for Custom Items may not be changed or cancelled for any reason.
7. Freight Charges
 - A. All shipments are F.O.B. Targetti Poulsen's factories.
 - B. Targetti Poulsen will pay domestic shipping if the order value is greater than \$5,000, regardless of how many shipments the order entails. Note that "domestic" refers to the contiguous 48 U.S. states.
8. Packaging and Shipments
 - A. The method of packaging is at Targetti Poulsen's option.
 - B. Targetti Poulsen will use its own discretion in routing all shipments and reserves the right to select carrier and truck size. If any shipment made in accordance with buyer's instructions incurs additional labor or carrier costs, said costs shall be paid by the buyer as invoices are rendered.
 - C. The distributor's trading area for the distribution of Targetti Poulsen fixtures shall be limited to the area assigned to and serviced by Targetti Poulsen's field representative. Targetti Poulsen reserves the right to refuse to make direct shipments to destination points outside the distributor's trading area.
 - D. The shipment date mentioned on Targetti Poulsen's order acknowledgement, if any, is Targetti Poulsen's best approximation of the probable shipment date and shall not represent a fixed or guaranteed shipment date. Targetti Poulsen shall not be responsible for any damage or loss resulting from delayed shipments or Targetti Poulsen's inability to ship. Delay of one or more shipments shall not relieve buyer of its obligation to accept remaining shipments.
 - E. Targetti Poulsen may ship orders in installments, as they become available, unless the buyer specifies on the Purchase Order that "no partial shipments" are allowed. Each installment shall be separately invoiced, and payment shall be due as described herein, without regard to subsequent shipments.
9. Title
Title to all goods remains with Targetti Poulsen until paid in full; however, risk of loss shall vest in the buyer at the time of delivery by Targetti Poulsen to the carrier at the shipping point.
10. Warranty
 - A. Targetti Poulsen warrants for a period of one (1) year from date of invoice for the original purchase that its products are free from defects in materials and workmanship. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY STATED ABOVE. THIS WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY TARGETTI POULSEN FOR ITS PRODUCTS AND CAN ONLY BE AMENDED IN WRITING BY TARGETTI POULSEN'S PRESIDENT.
 - B. Every claim under this warranty shall be deemed waived unless received in writing by Targetti Poulsen within 30 days of the date the purported defect to which each related claim is discovered, or should have been discovered. It is the buyer's responsibility to file all claims directly with Targetti Poulsen's Home Office. Claims may not be filed through Targetti Poulsen's field representatives.
 - C. Ballasts are covered by a separate ballast manufacturers' warranty.
11. Claims and Adjustments
 - A. The carrier accepts shipments covered by buyer's order in good condition and in quantity as noted on freight bills. Any claim for damage or shortage lies between the buyer and the carrier.
 - B. The buyer must check each shipment carefully and note any visible damage or shortage on the freight bill before signing it and accepting shipment.
 - C. Buyer must report concealed loss or damage to carrier in writing immediately upon discovery, but not later than 72 hours after signing for shipment. Claims for shipping errors or concealed shortages will be invalid unless received by Targetti Poulsen's Home Office within three days after receipt of shipment.
 - D. Buyer may not return any merchandise to Targetti Poulsen for any reason without prior written authorization from Poulsen. Targetti Poulsen shall refuse all returned merchandise without such written authorization.
 - E. Buyer is responsible for ensuring the conformance of delivered material to buyer's order or governing specifications. Installation of improper equipment is done at buyer's own risk and expense.
12. Returned Goods
 - A. All returned goods must be accompanied by a Returned Goods Authorization ("R.G.A."). Requests to return non-defective surplus products must be made within 21 days from the date of shipment. Returns not to exceed 10% of the original order value. Custom Items or discontinued products are not subject to return.
 - B. Merchandise must be returned in the original factory sealed cartons, plus additional heavy gauge outer cartons and additional (popcorn) cushioning material. All merchandise must reach Targetti Poulsen in a perfectly saleable condition.
13. Limitation of liability
 - A. Targetti Poulsen's liability for any defect in its products shall be, at the sole option of Targetti Poulsen, limited to the repair or resupply of a like quantity of non-defective products. F.O.B. point of original shipment, uninstalled. Targetti Poulsen shall have no liability except where damage results solely from the breach of Targetti Poulsen's written warranty.
 - B. TARGETTI POULSEN SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, SUCH AS DAMAGE TO THE STRUCTURE OR FIXTURES TO WHICH TARGETTI POULSEN PRODUCTS ARE AFFIXED, NOR SHALL TARGETTI POULSEN BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON ALLEGED NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY OTHER THAN THE LIMITED LIABILITY STATED HEREIN, EVEN IF ADVISED OF THE POSSIBILITY OF SAME. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE RESUPPLY OF A NONDEFECTIVE PRODUCT, WHICH IS THE REMEDY PROVIDED BY THE WARRANTY, FAILS OF ITS PURPOSE, OR FOR ANY OTHER REASON.
 - C. All fixtures are furnished without lamps, unless otherwise specified in writing. When lamps are installed by Targetti Poulsen, it is done for the convenience of the customer and, as such, Targetti Poulsen assumes no responsibility for damage to the lamp or fixture, looseness of such lamps which may occur in transit, or any other liability resulting from such furnished lamps.
14. Specifications
 - A. Merchandise will be shipped in accordance with the standard styles, sizes and specifications as described in Targetti Poulsen's catalog and specification sheets.
 - B. In the event of a conflict between a customer's written order and a Targetti Poulsen drawing or specification sheet marked "Approved", the Targetti Poulsen drawing or specification sheet shall prevail.
 - C. Targetti Poulsen reserves the right to change details of design, materials and finish in any way which may alter installed appearance or reduce function and performance. Every effort is made to avoid errors in catalogs, price sheets, specification sheets and other data. However, Targetti Poulsen will not accept responsibility for additional expenses incurred by buyer, or any other liability, resulting from reliance upon such catalogs, price sheets, specification sheets or other data.
 - D. Targetti Poulsen will not be bound by general or blanket instructions not contained within the buyer's written order. All orders must contain complete written instruction.
 - E. Orders containing phrases such as "all materials to be supplied as per project plans and specifications" or similar phrases are subject to separate written acceptance by Targetti Poulsen.
 - F. Most of Targetti Poulsen's products are UL/CSA listed. However, the addition of some accessories could negate this listing, or UL/CSA requirements may change and negate listings. Please consult the Targetti Poulsen Home Office for appropriate listing on any specific product.
 - G. It is the buyer's responsibility to ascertain the correct voltage for each order, and to so mark each order with the voltage. When Targetti Poulsen is requested to furnish catalog sheets for submittal, Targetti Poulsen will furnish its standard sheets unmarked. It is the buyer's responsibility to mark up the submittal sheets as it sees fit and submit to Targetti Poulsen.
15. General
 - A. Any addition, deletion, cancellation, or other change to an order is subject to the terms and conditions herein.
 - B. In the event of a conflict between the buyer's terms and conditions and Targetti Poulsen's terms and conditions, Targetti Poulsen's terms and conditions shall govern. The buyer, by virtue of placing an order with Targetti Poulsen, expressly acknowledges and agrees to the preceding sentence.
 - C. Targetti Poulsen's field representatives are independent sales contractors. They have no authority to assume or create any obligation, express or implied, nor do they have any authority to accept service or legal process on behalf of Targetti Poulsen.
 - D. Only the President of Targetti Poulsen may amend these terms and conditions of sale.
 - E. The headings and numbering on this page are for reference purposes only.
 - F. Targetti Poulsen shall not be responsible for circumstances beyond its control, including, but not limited to, strikes, fires, riots, wars, hurricanes, acts of God, inability to obtain materials, terrorist acts, or government regulations or restrictions.
 - G. Any dispute arising under this agreement shall be governed by the laws of the State of Florida, without regard to its conflict of law rules. Exclusive venue shall be in Broward County, Florida.
 - H. The Terms & Conditions of Sale herein supersede any other terms & conditions of sale previously published by Targetti Poulsen.
16. Authorized returns must be made freight prepaid within 15 days of the date of issuance of the R.G.A.
17. All returned products are subject to inspection. Unsaleable, damaged or improperly packaged products will be credited at salvage value or returned to the buyer freight collect. Credit will be issued at prices prevailing at time of shipment or time of return, whichever is lower, less a 50% handling and restocking charge, plus original outbound freight costs if incurred by Targetti Poulsen.