

PRISMA NORTH AMERICA
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PAYMENT TERMS

Net 30: Payment due 30 days after invoice date. Prisma North America (PNA) reserves the right to charge a service charge of 1.5% per month if Buyer is delinquent in payment of invoices. \$250 Minimum Order.

PACKAGING, SHIPMENT AND DELIVERY

All material is sold and all shipments made FOB PNA factory. On orders for over \$4,000 net invoice value, freight to points in the contiguous United States will be prepaid by PNA at no charge to the Buyer. For such shipments to Alaska or Hawaii freight will be prepaid only to the designated port in the contiguous U.S., collect charge beyond. On orders for less than \$4,000 net invoice value that are released in their entirety for shipment, domestic freight will be prepaid and charged. If PNA should make partial freight shipments on such an order, the Buyer will be charged for the initial shipment only. On orders for less than \$4,000 net invoice value that are subjected to multiple partial releases for shipment by the Buyer, all domestic freight will be prepaid and charged. On any shipment for which the Buyer requests air freight, dedicated trucking, messenger or other special carrier service, that service will be prepaid and charged. Foreign freight terms vary. PNA will use its own discretion in packaging, unless the Buyer specifies differently. Any additional cost for special packaging will be paid by the Buyer. PNA will use its own discretion in routing all shipments, and reserves the right to select carrier and truck size. If any shipment is made in accordance with the Buyers instructions, and additional labor or carrier costs are incurred, such costs shall be paid by the Buyer as invoices are rendered. Any estimated shipment dates given by PNA 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, any act of God, and inability to obtain materials or parts, government regulations or other conditions. PNA shall not be responsible for any damage or loss resulting directly, indirectly, incidentally or consequentially from such delayed shipments or inability to ship. PNA 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.

QUOTATIONS

Quotations are firm for 30 days, unless stated otherwise. Orders received and acknowledged are price-protected if released within three months of printed Acknowledgment date, unless stated otherwise. Additions to orders already acknowledged shall be considered separate orders and will be priced accordingly. Additions to orders already shipped must meet the minimum freight allowance.

ACKNOWLEDGEMENTS

The acceptance of the Buyers purchase order is contingent upon written acknowledgment by PNA in the form of a printed Acknowledgment.

SPECIAL ITEMS

Orders for special items, as defined by PNA, must be accompanied by a signed Custom Cancellation Agreement (CCA letter). That Agreement states that should the Buyer cancel the order for the item after PNA has begun its drawings the Buyer will pay a cancellation fee of \$500 or 10% of the value of the item (whichever is higher). The Agreement further states that if such an order is canceled after it has been released for production the Buyer will pay 100% of the value of the canceled item(s).

RETURNED GOODS

All returned goods must be accompanied by a Return Goods Authorization (RGA) issued by PNA. PNA 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. PNA reserves the right to define these terms. Items must be returned in the original factory-sealed cartons in salable condition. 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. PNA 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. PNA 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. PNA reserves the right to change its credit limits at any time. If the financial condition of the Buyer becomes unsatisfactory, as defined by PNA, PNA may limit or cancel the credit of the Buyer, may require payment in cash before delivery, and (whichever is higher). The Agreement 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. PNA shall be entitled to reimbursement by the Buyer for all expenses (including reasonable attorneys fees and other costs) incurred by it in connection with the collection of moneys due. If any shipment, made in accordance with the Buyers 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, re-delivery or interest charges, and shall pay such charges as invoices are rendered. If the Buyer notifies PNA 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. PNA shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) has been paid by the Buyer. PNA, in the event of default by the Buyer, shall have the right to enter the Buyers premises where the goods are located and retake possession thereof, without notice, free from any claims from the Buyer. In addition, PNA may have other rights and recourse afforded by the Uniform Commercial Code.

CLAIMS, ADJUSTMENTS AND WARRANTY

PNA's sole responsibility and obligation in the event of defective merchandise shall be limited to the repair or replacement, at PNA's option, of the defective merchandise at its own cost and expense. PNA 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 PNA within 31 days of the receipt of merchandise.

Fixtures are supplied without lamps. If lamps are supplied by PNA this is done for the convenience of the Buyer and therefore, PNA will assume no responsibility for damage or looseness of lamps.

PNA warrants that its products (other than ballasts) are free of defects in workmanship and materials. PNA, at its option, will repair or replace any PNA products (other than ballast's) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against PNA and is limited to two years from date of shipment. No charge-back or charge for labor or material that does not have PNA's prior written approval will be honored. PNA reserves the right to determine the method for replacement or repair. PNA will not be responsible for any consequential or incidental damages in connection with any breach of its warranty. Ballast's and battery packs are covered by separate manufacturer's warranties and not by PNA's warranty above. PNA will not be responsible for any products subjected to inappropriate application and/or installation or any products modified in any way that is not in accordance with our instructions.

SPECIFICATIONS

Merchandise will be shipped in accordance with current PNA catalog pages or approved drawings. If Buyer waives drawing approval, PNA makes no guarantee that merchandises will be as per Buyers purchase order. In the event of a conflict between a Buyer's written purchase order and a PNA drawing or catalog page marked approved by the Buyer, the drawing or catalog page shall prevail.

PNA reserves the right to change details of design, materials or finish in any way that will not alter installed appearance or reduce function or performance. PNA will not be bound by general or blanket instructions not included in the Buyers 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 PNA in writing. Every effort is made to avoid errors and omissions in catalogs, price sheets, drawings and other media. PNA will not be responsible for charge-backs in connection with such errors or omissions unless prior approval is given in writing by a PNA officer.

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

GENERAL

These terms and conditions shall apply to every order acknowledged by PNA unless specific exception is noted on our printed Acknowledgment. All additions, deletions or other changes to an order are subject to all the terms and conditions stated above. In the event of a conflict between the Buyer's and PNA's terms and conditions, the Buyer, by virtue of the acceptance of a printed PNA Acknowledgment, acknowledges that PNA's terms and conditions shall take precedence and apply.

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