

DISTRIBUTOR TERMS AND CONDITIONS

1.0 PAYMENT TERMS

Manufacturer's invoices are to be paid Net 30 days from invoice date. Cash discounts are not offered unless negotiated in advance or offered at the option of the Manufacturer.

2.0 QUOTATIONS

Quotations are normally valid for 30 days unless otherwise negotiated and can be withdrawn without penalty at any time before an order is accepted. Any requests for extensions of quotes must be in writing. All quoted delivery agreements are contingent upon factors within Manufacturer's control.

3.0 FREIGHT AND FREIGHT DAMAGE CLAIMS

Ground freight is prepaid to destination on orders of \$5000.00 (net value) and over based on one shipment at one time to one destination (exceptions are Alaska, Hawaii, the Canadian Yukon, Northwest Territories, Nunavut and Newfoundland). Adders for freight allowance to these areas will be provided on a quote by quote basis. All shipments are F.O.B. our factory in Maple Ridge, British Columbia, Canada. Less than \$5000.00 orders are shipped 'collect' or 'prepaid and charge' as required on the customer Purchase Order. All poles and accessories are shipped freight extra, please specify shipping details on customer Purchase Order. All U.S. shipments are shipped with duty and brokerage prepaid.

The responsibility of Manufacturer ceases and the title of the goods passes to the customer when delivery is made to the carrier (FOB - Factory). This stipulation applies whether the shipment is 'prepaid' or 'collect'. Claims for damage, concealed or otherwise, or shortages, should be made against the carrier within the carrier's prescribed time limit to avoid nullification of claim. Manufacturer's Shipping and Order Service departments are available to aid in any claim situation which may develop.

4.0 CANCELLATION AND CHANGE ORDERS

Orders cannot be cancelled or changed without penalty once work has commenced or if materials have been purchased. Customer orders cannot be cancelled once manufacturing has begun. Change orders can nullify projected delivery dates and may result in increased charges; this includes reductions in quantities originally ordered. Charges applicable to cancellations include all costs that have been accumulated to the date the order was cancelled. Items included are labor, material, overhead costs, engineering time, tooling and development expenses.

5.0 MINIMUM BILLING

Minimum order value is \$500.00. The only exceptions to this are replacement parts which will be subject to a handling fee and products listed under "Quick Ship" program. If a customer wishes to purchase a product that does not meet minimum billing guidelines, they will be billed the \$500.00 minimum. Orders that are charged minimum billing are paid at the standard commission rate; overage guidelines do not apply. Where additional units are required to match existing, the \$500.00 minimum will be in effect unless variance is negotiated prior to order entry.

6.0 RETURNS

Returns are not allowed and will not be accepted without a written 'Return Goods Authorization' from the Manufacturer. All returns must be shipped prepaid, unopened and in the original cartons within 90 days. Once carton contents are inspected, credit will be issued less any costs to refurbish units to re-saleable condition. Non-standard or modified product including special colors cannot be returned for any reason and replacement components may not be available at a future date. Spares should be ordered at the time the original order is placed.

7.0 LIMITED GUARANTEE

Manufacturer's products are guaranteed free of defects in manufacture and workmanship for one year from shipping date. Manufacturer's liability extends to the supply of replacement or repair of defective products or accessories at Manufacturer's option.

Magnetic fluorescent ballasts carry the ballast manufacturer's warranty, and should be returned for replacement directly to the ballast manufacturer through their local service center. High Intensity Discharge ballasts and Electronic Fluorescent ballasts should be returned to fixture Manufacturer via Manufacturer's Return Goods Authorization procedure and must be accompanied by a Purchase Order to cover the cost of replacement. A credit will be issued once the ballast manufacturer confirms that the ballast is defective in manufacture and issues credit to the fixture Manufacturer. Credit will include cost of ballast and freight charges.

8.0 DESIGN CHANGES

Manufacturer reserves the right to change or modify its designs without prior notice, provided the changes do not substantially affect the basic appearance and function intended. Product details and specifications as outlined in our literature and catalog are subject to revision at any time. In order to minimize problems caused by the use of obsolete literature, Manufacturer issues the relevant catalog page with specification details along with the Project Order Status Report.

9.0 PRODUCT LIABILITY INSURANCE COVERAGE

Manufacturer can provide proof of product liability insurance and broad form vendor coverage to all customers upon application. The customer, upon request, can be listed as an 'additional insured' on the face of the policy.