



## TERMS AND CONDITIONS OF SALE - U

### ACCEPTANCE AND AGREEMENT:

Except as indicated below these terms and conditions of sale constitute the entire agreement between ZANEEN LIGHTING and its retail dealers. No modifications, changes of agreements, or representations shall be binding on ZANEEN LIGHTING without written acceptance by ZANEEN LIGHTING. Retail dealers' acceptance of any product shall constitute acceptance of the terms and conditions hereof.

### PRICES:

- (a) The prices contained herein supersede all previously quoted prices, and are effective on all orders received by ZANEEN LIGHTING on or after December 31, 2007.
- (b) Prices are subject to change upon notice.
- (c) Incorrect prices on placement of the order will be rectified upon invoicing. The correct invoice price supersedes any error.
- (d) No order can be cancelled without a mutually agreed cancel date marked on the order.
- (e) \$200.00 minimum order – Orders under \$200.00 will be subject to a \$10.00 handling charge.
- (f) LAMP TYPE IS LISTED FOR REFERENCE ONLY AND ARE NOT INCLUDED UNLESS STATED.

### SALES AND MARKETING VIA THE INTERNET (revised)

Each Zaneen Lighting customer is free to sell Zaneen Lighting products at prices the customer determines to be appropriate. However, for pricing published on the Internet and price quotations and sales transactions initiated as a result of marketing efforts on the Internet, either directly or indirectly by an authorized dealer, the ZANEEN LIGHTING Unilateral Minimum Internet Resale Price ("UMIRP") Policy will apply. Noncompliance with the terms of this Policy will effect your status as an authorized dealer of Zaneen Lighting products. Products exempt from the UMIRP Policy are identified in this price list as "WQL" or "While Quantities Last". For a copy of the UMIRP Policy please contact the Zaneen Lighting UMIRP Policy Administrator at (800) 388-3382 ext.235.

### PAYMENT TERMS:

- (a) Net 30 days from invoice date.
- (b) There is a service charge of 2% per month, 24% per annum on overdue accounts.

### FREIGHT POLICY: (RETAIL DISTRIBUTORS ONLY)

- (a) F.O.B. factory.
- (b) ZANEEN LIGHTING will prepay and charge freight via our choice of carrier. This allows for better freight rates.
- (c) Freight prepaid on single invoice, single shipment orders over \$1,000.00 (combining all divisions) shipped to a U.S. dealer location (except Alaska or Hawaii). ZANEEN LIGHTING will choose the carrier. Drop shipments are freight prepaid and charge regardless of order value.

### FREIGHT POLICY: (CONTRACT/COMMERCIAL DISTRIBUTORS)

- (a) F.O.B. factory - Prepay and Charge
- (b) Zaneen will choose the carrier and your payment must be received by Zaneen within terms.

### FREIGHT CLAIMS AND RETURNS:

- (a) Claims or shortage or damage in transit must be filed with the carrier. Our responsibility ends once the shipment leaves our dock.
- (b) All other claims of error, defective goods or shortage, must be made within 15 days of receipt of goods.
- (c) To obtain Return Goods Authorization for defective merchandise, call or write ZANEEN LIGHTING within 15 days of receipt of goods. Goods will be repaired or replaced at our discretion and returned.
- (d) No returns on special orders.
- (e) Re-stocking charge 20% of unit price.

### MAXIMUM WATTAGE:

The correct wattage applied to the product is specified in our price list and supersedes any information stated on the catalog.