

## GENERAL TERMS AND CONDITIONS OF SALE

### PRICING

All prices shown are NET, in US dollars and exclusive of all applicable taxes, packaging or lamps. Prices are subject to change without prior notice. Merchandise will be shipped at prices prevailing at time of shipment. Prices are valid for merchandise shipped in U.S.A. only. This list voids automatically any existing price list.

### OPENING OF AN ACCOUNT

Opening of a new account is subject to credit approval. Terms of payment are 1 %, 10 days, NET 30 days.

### MINIMUM ORDER AND SERVICE CHARGES

A service charge of \$25 will be added to each order under \$200. Same day shipments from Ontario, CA warehouse are subject to a \$20 expedite ship charge. For "Call before shipment" service, a \$20 charge will be applied. "Ask for signature" service is available at a \$10 service fee. "Drop Ships" under FFA are subject to a \$10 fee. Other conditions may apply.

### FREIGHT TERMS

Freight will be prepaid and allowed on each order or partial release thereof totalling \$2000 or more. All shipments will be made via carrier selected by shipper. Residential or commercial drop ships are subject to additional charges. All shipments are FOB from our factories.

For shipments to points outside of the continental USA, freight will be prepaid and allowed on each order totalling \$ 2000 from our factory to nearest freight forwarder located in continental USA closest to destination.

### CLAIMS FOR DAMAGES

All freight claims for damages and shortages must be noted on the carrier waybill immediately at the reception of the merchandise. All claims must be reported to Contrast Lighting within ten (10) days after receipt of shipment. Claims not reported within this time period will not be accepted.

### RETURN OF MERCHANDISE

No merchandise may be returned without prior authorization from our company. Requests for return of defective merchandise must be submitted to your sales representatives or to factory Customer Service. All efforts will be made to correct the problem on-site. Otherwise, RMA will be issued. Upon receipt of the RMA, the merchandise should be carefully packed, with RMA number appearing clearly at the top of the package. Ship freight will be prepaid to Contrast Lighting.

All returns will be subject to a minimum 25 % handling and factory inspection charge, except on products considered by manufacturer to be defective in workmanship and materials. Unauthorized returns and collect shipments will be refused.

### DATA TRANSFER

Contrast Lighting M.L. Inc. declines any responsibility for any discrepancy resulting from electronic data transfer.

### WARRANTY AND OBLIGATIONS

Contrast Lighting guarantees components against manufacturing defects for a period of one (1) year, under normal use with proof of purchase. The obligation of the manufacturer consists of the cost of the converter and components (refer to the following page for the special warranty on Contrast Lighting magnetic transformers) and does not cover the cost of labor for replacement and transport. This warranty shall not apply to products which have been altered, improperly used or repaired outside of Contrast Lighting's factory, nor shall it apply to defects for which written notice thereof is not received by Contrast Lighting within one (1) year from the date of purchase.

This warranty annuls all other warranty, expressed or implied and without excluding the generality of the foregoing, excludes any implied warranty of merchantability. Specifications are subject to change without prior notice.

The use of other company's (non-Contrast) products or components (i.e.) trims in conjunction with Contrast Lighting products may not be covered by UL and CSA approvals, and could be hazardous. Whether covered by UL and CSA standards or not, such use automatically voids all Contrast Lighting product guarantee.