

TERMS AND CONDITIONS OF SALE
FOR SHIPMENTS WITHIN THE CONTINENTAL UNITED STATES
EFFECTIVE JANUARY, 2006

TERMS - STANDARD PRODUCT

To all customers for whom a · l i g h t has established credit, payment is due within 30 days from the date of invoice, except in the case of customs and modifications. Any deviation from the standard terms is subject to management approval. In all other instances, payment must be made by cashiers check or money order in advance of the order being produced. New customers submitting credit applications will be subject to 100% CIA on the first order. Any credit given will apply to orders thereafter.

TERMS - CUSTOMS AND MODIFICATIONS

Pricing for customs and modifications are based on a per order basis. Terms for custom product are 50% at order placement including a hold for release purchase order pending final engineering and approval of submittals & 50% prior to delivery. Modifications require a 50% at order placement, 50% at standard terms. Terms for custom product apply to both new and continuous customers regardless of credit history.

TERMS - DIRECT AND BUY-SELL

All orders processed as direct or Buy-Sell requires 50% at order placement and 50% prior to delivery. All direct sales will include sales tax where required by law.

PAST DUE PAYMENTS

A finance charge of 1-1/2% per month will be assessed on past due invoices. Any account submitted for collection is subject to reasonable agency costs and/or attorney fees. In the event a suit is brought to enforce collection, the jurisdiction and venue of the action shall be exclusively in the San Diego Judicial District.

SALES TAX

State sales tax regulations apply. Please call customer service for details.

RETURNED CHECK

A \$25 check charge will be assessed for any check returned by the bank.

FREIGHT TERMS

Freight will be charged at cost for all shipments. No charges will be assessed for will call orders assuming orders are collected within one week of notification of completion of order. Local deliveries will be maintained at the discretion of a · l i g h t. "On - Call" local deliveries will be charged at a rate of \$75.00 an hour for two-way travel to site.

MERCHANDISE CLAIMS AND TERMS

All shipments are Freight on Board (F.O.B.) Vista, California. Customer assumes liability for the shipment regardless of who pays freight. The consignee must make all claims for loss or damage in transit to the carrier within 30 days of shipment.

SHIPPING DATES

Shipping dates are approximate, and are based on conditions existing at the time of a · l i g h t's receipt of the customers' firm order and full information. a · l i g h t, in good faith, will endeavor to ship by the estimated shipping date, but shall not be responsible for any delay or damage arising there from. It is agreed that time is not of the essence.

CANCELLATION CHARGE

Cancelled orders on standard product are subject to a 50% cancellation fee. Orders cancelled after shipment or refused shall be assessed all shipping, return and warehouse charges in addition to cancellation fees. Custom designed and manufactured product may not be cancelled for any reason.

RETURN MERCHANDISE TERMS

The customer may return merchandise with prior written authorization, in the form of a Return Goods Agreement (RGA). The RGA is issued by a · l i g h t expressly for the merchandise to be returned. Issuance of an RGA is at the sole discretion of a · l i g h t, and must be requested within 90 days of the original shipment date. Except with respect to damaged goods (see Merchandise Claims and Terms), all returned goods must be in their factory sealed cartons. All returns shall be assessed for damage before issuing credit. All returns will be subject to a 50% handling and factory inspection charge, and a deduction will be made for the freight expense of the original shipment with the exception of products considered by a · l i g h t to be defective in workmanship or materials. Custom designed and manufactured product may not be returned for any reason.

MINIMUM ORDER CHARGE

A minimum order charge of \$150 will be charged for all purchase orders less than that amount.

PRICING

Prices are subject to change without notice. a · l i g h t will ship merchandise at prices prevailing at the time of shipment. Due to the current economic conditions, fluctuations in material costs may require surcharges from time to time. Prices are exclusive of sales tax, use, excise or similar taxes unless otherwise noted in writing. Prices do not include lamps unless quoted in writing. Prices do not include freight unless quoted in writing.

SPECIFICATIONS

a · l i g h t, in no way, express or implied, accepts responsibility for voltage determination. a · l i g h t shall not be responsible for quotations of prices or specifications concerning non-cataloged items, unless a · l i g h t confirms this to the customer in writing. Cataloged items are those listed in the most current a · l i g h t catalog. Unless specifically agreed to in writing, a · l i g h t does not warrant compliance of our products with any individual project specification.

CHANGES IN PRODUCT DESIGN

a · l i g h t reserves the right to change, discontinue, or modify the design and construction of any of its products, and to substitute material of equal or superior quality to that originally specified.

SUBMITTAL DRAWINGS

Submittal Drawings are provided on an as requested basis. Submittal drawings for non-standard product will require architectural details, not limited to, ceiling, wall, AFF, plan section and elevation drawings, to be submitted to a · l i g h t prior to the start of the submittal drawing process. Once submittal drawings are requested a period of two to four weeks is to be allowed for completion of the drawings. Once the drawings are completed the factory will not plan production until they are returned as approved by the customer and purchase order is fully released. Once submittal drawings are issued to the customer for approval, a 50% cancellation charge will apply, except in the case of a custom order, which is non-cancelable upon issuance of submittal drawings to the customer. (See also Terms for Customs and Modifications and Cancellation Charge above.)

GUARANTEE

Except for ballasts and lamps, a · l i g h t warrants all equipment to be free from defects in manufacturing, under normal use and proper storage for a period of one (1) year. a · l i g h t liability extends to the repair and replacement of the defective part(s) only. No labor charges for the correction of any defect by repair or replacement will be honored by a · l i g h t. a · l i g h t does not warranty lamps or ballasts or other items manufactured outside our factory. These manufacturers have their own warranty and customer must contact the lamp or ballast manufacturer directly for credit and/or replacements on failures.