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CELESTIAL

CELESTIAL LIGHTING TERMS & CONDITIONS OF SALE

CREDIT- Credit references must be forwarded to Celestial Lighting in order to establish credit terms. For accounts with approved credit, payment terms are Net 30; invoices are due 30 days after the ship date. A 1% discount is allowed if payment is made within 10 days of the invoice date. If credit is not desired or established, shipments will be made, at Celestial Lighting's discretion, on full prepay, 50% deposit or COD terms. Production will not begin on prepay or deposit orders until payment is received.

ORDERING- All products must be ordered with a written purchase order, using the appropriate part numbers as shown in Celestial Lighting's catalog, specification sheets or quotations. Orders placed with insufficient or inaccurate information will be delayed until the appropriate information is received. Quotations are valid for a period of 60 days, unless otherwise agreed. All orders are non-cancelable and non-returnable, unless otherwise agreed, due to the "made-to-order" nature of Celestial Lighting's products. For any order for which Celestial Lighting agrees to manufacture its products according to specific field dimensions or conditions, it is the customer's responsibility to provide such information accurately. Celestial Lighting shall not be responsible to any changes in field dimensions or conditions.

CONFIRMATION-A sales confirmation will be sent to the customer to confirm each purchase order, once all required information has been forwarded to Celestial Lighting.

FREIGHT and SHIPPING-Ground freight within the continental United States is included for orders over \$1000, provided pricing is based on the current Celestial Lighting Price List. For orders under \$1,000 shipments will be sent FOB Celestial Lighting, Santa Fe Springs, CA 90670 (freight prepaid by Celestial Lighting and billed to customer with invoice) unless otherwise agreed.

RETURNS- Orders are non-returnable unless otherwise authorized by Celestial Lighting. Any authorized returns must be accompanied by return goods authorization numbers (RGA numbers). Returns will be refused unless RGA numbers appear on the packing cartons and packing slips. On all returns there will be a minimum 25% restocking charge. Restocking charges may be higher depending on the nature of the product or the circumstances surrounding the return.

OVERDUE ACCOUNTS – Shipments may be placed on hold for accounts that are 15 days past due. Delinquent accounts may be sent to collections or pursued through legal action.

REPAIRS – Authorized repairs of non-warranty merchandise must be prepaid in full. All freight costs associated with such repairs shall be borne by the customer.

CELESTIAL LIGHTING LIMITED WARRANTY

Celestial Lighting warrants that all Celestial Lighting products will be free from defects in materials and workmanship for a period of 2 years from the date of shipment to the original purchaser.

This warranty only covers defects in materials and workmanship which arise under normal use and conditions. It does not cover any failures which result from (a) accident, abuse, misuse, mishandling or neglect, (b) repairs or modifications by anyone not authorized by Celestial Lighting, (c) improper installation, (d) improper or inadequate maintenance, (e) damage during shipment, or (f) abnormal climate or environmental conditions or acts of God.

Celestial Lighting will, at its option, either repair or replace any Celestial Lighting product that fails to conform to this warranty, at no charge to the customer. Celestial Lighting will pay for any freight costs associated with such repair or replacement. Celestial Lighting shall not be responsible for any labor costs associated with the installation or re-installation of any Celestial Lighting products.

To obtain repairs or replacements within the terms of this warranty, the customer shall (1) promptly notify Celestial Lighting of the Defect and obtain an RGA number, and (2) return to Celestial Lighting the defective product, properly packaged and accompanied by the RGA number and proof of date of purchase.

This warranty is in lieu of any other warranties of any kind, whether express or implied. **CELESTIAL LIGHTING SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

The customer's sole and exclusive remedy under this warrant shall be the repair or replacement of defective products as set forth above. In no event will Celestial Lighting have any liability, whether in contract, tort or otherwise, arising out of or in connection with the sale or performance of Celestial Lighting products in an amount exceeding the purchase price therefore. In no event shall Celestial Lighting be liable for an incidental or consequential damages (including, but not limited to, lost profits, lost sales, or injury to person or property) arising out of or in connection with the sale or performance of Celestial Lighting products, whether or not Celestial Lighting has been advised of the possibility of such damages. Any action for breach of warranty must be brought within 12 months after the cause of action therefore accrues.

This warranty gives the customer specific legal rights. The customer may also have other rights which vary from state to state.