

Terms and Conditions of Sale **Effective June 1st, 2008**

Purchaser hereby buys pursuant to the terms and conditions herein stated for which Purchaser shall pay to Eclipse Lighting Inc., an Illinois corporation, (hereinafter referred to as "Eclipse"), the indicated purchase price at Schiller Park, Illinois, on the following terms and conditions.

Order Acceptance:

Acceptance of orders can only be made by Eclipse at factory headquarters in Schiller Park, Illinois. Possession of an Eclipse price sheet does not entitle one to purchase. Eclipse shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Eclipse reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside the regular or assigned selling and service area. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgment of and agreement with the Terms and Conditions contained herein. No terms and conditions other than those herein stated, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding upon Eclipse unless consented to in writing by a duly authorized representative of Eclipse.

General Terms:

- Minimum Order amount is \$50.00.
- Eclipse reserves the right to impose minimum quantities or case quantities.
- Eclipse reserves the right to discontinue any product at any time without notice.
- All discounts must be approved in advance.
- All orders must be received in written form before shipment will be made.
- Purchaser is responsible for checking Eclipse Order Acknowledgment for accuracy.
- Specifications are subject to change without notice. Eclipse will not be responsible for matching products manufactured prior to changes.
- Payments are due in Net 30 days. If Purchaser does not pay the purchase price within the time periods set forth above, Eclipse reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Eclipse is collect by, or attempted to be collected through an attorney at law, Eclipse shall be entitled to recover all collection expenses, including attorney's fees.

Extension of Credit:

Purchaser hereby freely offers to Eclipse certain information submitted separately for the purpose of inducing Eclipse to afford the credit extended hereby and subsequently hereto as well, together with permission to investigate the truthfulness thereof, but with the understanding that Eclipse may rely thereon without reliance on any other source of information. Eclipse may withdraw credit from Purchaser at any time for any reason whatsoever or without reason, and shall not be liable for any such action on its part.

Prices:

Prices are subject to change without notice. All price quotations are good for thirty (30) days unless noted otherwise. In the event of price increases, all orders on hand for immediate shipment will be filled at the lower prices, provided such orders are released for shipping prior to the effective date of the price increase. Orders not released to shipping prior to price increase effective date will be billed at prices in effect at time of shipment. Prices do not include lamps unless so specified. The price for goods does not include any sales, use or other taxes or charges payable to state or local authorities. The extent that such taxes do not appear as an additional separately itemized charge, Purchaser certifies that the sale of the goods is exempt from such taxes and Purchaser assumes the liability for any such tax which may be found to be due, hereby agreeing to indemnify and hold Eclipse harmless with respect thereto.

Variations/Customizations:

Variations or customizations may include lamping, dimming, dark sky, LED, egress, finishes, construction or dimensions. Prices and delivery for custom requests will be quoted with no guarantee or commitment until a purchase order is accepted and confirmed by Eclipse. A custom order requires a signed Eclipse "CR" series submittal (CR=Custom Requirement—a unique tracking number assigned to your job). Custom orders are sold as non-cancellable, non-returnable, and non-refundable. Custom orders require a deposit in advance and balance due at time of shipment, unless other agreed upon terms exist between Purchaser and Eclipse. Custom orders cancelled prior to shipping are subject to fees for costs incurred including administrative, engineering, drawings, work performed and materials ordered.

Hold Orders:

Unless a mutually-agreed release date is established when a Hold order is placed, all Hold orders will be honored for a maximum of ninety (90) days. No Hold order will go into production until a formal release is received in writing. Hold orders may be subject to price increases in effect at the time of release. Partial release orders will be accepted when all subsequent releases are completed within ninety (90) days of the first release.

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ECLIPSE™
LIGHTING

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Cancellation/Change Order:

Changes to quantity or specification are subject to approval by Eclipse. Such changes may affect delivery schedule and purchase order may be subject to additional fees. Cancellations of released orders must be made in writing and are subject to cancellation fees for any costs incurred including administrative, engineering, drawings, work performed or materials ordered. Orders cancelled after shipment or if delivery is refused, customer is responsible for paying any and all freight, disposition and restocking charges.

Freight Allowance:

All shipments are F.O.B. our factory; goods are shipped at the Purchaser's risk. Title to merchandise passes to Purchaser, and Eclipse's responsibility ceases, when merchandise is accepted by the first carrier. Freight allowance applies to purchase orders in excess of \$3000 and Eclipse selects the method and routing of shipment. Shipments to Alaska and Hawaii freight allowance ceases at Port of Embarkation. Purchaser requested routings, including expedited delivery, will be allowed when Purchaser agrees in writing, to pay any and all additional fees to accommodate such request or provides billing account number. Partial shipments will be made at the direction of the Purchaser, provided the Purchaser agrees to pay any and all excess freight charges. Where Eclipse is allowing freight charges, partial shipments will be made at the discretion of the company, unless Purchaser agrees to pay excess fees. Any detention, storage or auxiliary charges assessed by carriers or storage facilities resulting from Purchaser's special requests, or Purchaser's failure to accept delivery in a timely manner, shall be paid by the Purchaser.

Delivery:

Product lead time begins after receipt of order deemed to be acceptable to manufacture by the factory. Acknowledged shipping dates are approximate and shall not be deemed a guaranteed date. Eclipse shall not be responsible for any damages, penalties or labor charges resulting from delayed shipments or from its inability to ship by the acknowledged shipping date. Furthermore, Eclipse shall not be held liable for delays in delivery or failure to manufacture or deliver due to causes beyond its control, or due to an act of God, acts of the Purchaser, acts of civil or military authority, priorities, fire, strikes, floods, epidemics, war, riot, delays in transportation or vehicle shortages, or inability due to causes beyond its reasonable control to obtain the necessary labor, materials, or manufacturing facilities.

Claims:

Recipient is responsible for counting cartons and documenting shortages and/or damages with the carrier at the time of receipt. If shortages and/or damage exist Recipient is responsible for notifying Eclipse in writing immediately. If possible retain original cartons and take pictures for carrier claim processing. Failure to report shortage and/or damage to Eclipse within fourteen (14) days of receipt will jeopardize claim reimbursements.

Return Merchandise:

No goods may be returned without prior written authorization from the factory. Return Authorization Numbers expire in thirty (30) days. Returned goods are subject to a restocking charge. Customer is responsible for all return freight charges and packaging for a safe arrival. Returned material must include a Return Authorization form for proper processing. Final credit will be determined after receipt, inspection, and acceptance of returned goods. No credit will be issued for damaged goods or unauthorized returns.

Limited Warranty:

Eclipse warrants all products sold to be free from defect in manufacturing, under normal and proper installation, storage and use, for a period of one (1) year from the date of shipment. Our guarantee liability extends only to the repair or replacement of the defective part, and no labor charges for correction of the defect by repair or replacement will be paid by Eclipse unless prior written authority has been granted. After one (1) year from date of shipment, claims for defective components found to be in warranty should be made directly to the manufacturer through their local service center. Any costs incurred for replacement of defective components is the responsibility of and should be authorized by the manufacturer of component. No employee, agent, dealer or other person is authorized to give any warranties on behalf of the Company, nor to assume for the Company any other liability in connection with any of its products, except in writing signed by an office of the Company.

Errors and Omissions:

The Eclipse Catalog, Website and Price List are prepared for the convenience of authorized sales representatives. Every effort is made to see that they are complete and accurate to avoid error. However, Eclipse reserves the right to delete or change information and design at any time without notification.

Remedy:

Eclipse shall have all lien rights or other remedies provided by statute, law and equity. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

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