

FREIGHT TERMS

SUNBURST	-	PLUS FREIGHT
SUNBURST W/FIXTURES	-	PLUS FREIGHT – IF FIXTURES LESS THAN \$2,500
	-	FREIGHT ALLOWED – IF FIXTURES MORE THAN \$2,500
DX2 W OR W/O FIXTURES	-	FREIGHT ALLOWED
FIXTURES ALONE	-	FREIGHT ALLOWED IF MORE THAN \$2,500
CONSOLES	-	PLUS FREIGHT
ALL MISC ITEMS	-	PLUS FREIGHT

ALL DISTRIBUTION EQUIPMENT WILL NOW BE CHARGED FREIGHT



ELECTRIC PRODUCTS COMPANY

6265 HAMILTON BLVD.
ALLENTOWN, PA 18106
(610) 395-3386 • FAX (610) 395-7735

I. ACCEPTANCE, GENERAL CONDITIONS AND CANCELLATIONS

- A. These terms and conditions shall take precedence over and supersede any terms or conditions appearing on the purchaser's order or documents.
- B. All orders or contracts of sale are subject to written acceptance and acknowledgement by Lehigh Electric Products Company (seller), Allentown, PA. Prices are valid if shipment release is within (6) six months of order entry. Orders under \$100.00 net will be invoiced at \$100.00.
- C. All submitted drawings when approved by the purchaser, specifier or authorized representative of the owner shall supersede any specification or other instructions whether written or verbal.
- D. Penalties or liquidating damage clauses will not be accepted by the seller.
- E. The seller will not be responsible for the installation of any equipment unless specifically itemized in the acknowledgement.
- F. The demonstration and/or check out of the equipment when specified by the purchaser will require a written notice and a minimum of two weeks prior to the requested date. Dates are subject to scheduling availability and payment of all outstanding invoices prior to such service.
- G. There will be a minimum 20% charge of the final order cost for cancellation of an order when submittal or as built drawings have been started or released for production. Such charges, payable by the purchaser, for travel, engineering/design, drafting, etc., may vary and exceed the 20%.
- H. All documents are to be interpreted according to the law of the State of Pennsylvania.

II. QUOTATIONS AND PRICING

- A. Written quotations are valid for thirty (30) days from date issued unless terminated sooner by notice.
- B. All prices are subject to change without notice. All clerical errors are subject to corrections.
- C. Prices do not include any local, state or federal taxes or charges. Purchaser is responsible for payment of all taxes, fees or other charges that may be imposed by an issuing entity. In the event of any type of tax or fee imposition to any shipment of goods whether during or after the order acceptance period, such tax/fee will be added to the order price and invoiced to the purchaser. Any order requesting exemption from any tax, fee or other charge must submit a certificate of exemption.

III. DELIVERY, TRANSPORTATION OR RETURN OF EQUIPMENT

- A. All shipments are F.O.B., Factory (Allentown, PA). Acceptance by a carrier at the factory constitutes acceptance of the equipment by the purchaser and, regardless of freight payment, title and all risk or loss or damage pass to the purchaser. All claims for loss and damage must be made by the purchaser to the carrier. Claims for shortages or other errors must be made in writing within thirty (30) days after receipt of shipment. Failure to give such notice shall constitute acceptance and waiver of claims by the purchaser. Seller will make the selection of the carrier. Delay of equipment ready for shipment, will be invoiced and then subject to storage and interest charges.
- B. Under no circumstances shall the seller be liable for consequential damages as are defined in the uniform commercial code, section 2-175. Nor as a result of breach of contract/warranty or alleged negligence, shall the company be liable for special or consequential damages including, but not limited to loss of profits or revenue; loss of use of equipment or any associated equipment; cost of capital; cost of substitute equipment, facilities or service; downtime costs; or claims of customers of the purchaser for such damage. Delivery promises are approximate, seller will not be liable for late delivery and/or inability to perform hereunder caused by any contingency beyond its control including but not limited to, strikes, riots, lockouts, war, accident, fire, flood, disaster, inability to obtain materials essential to the manufacture of products covered hereby, or government or other limitations or restrictions on material, labor, manufacturing, delivery, or shipping.
- C. Return of equipment for credit without a seller's authorized number will be refused, equipment must be in new condition and in original packing. Equipment must be returned prepaid within three (3) months from original shipping date. A restocking charge, subject to inspection at the factory, with a minimum of 25% of the original invoiced amount will be invoiced to the purchaser.
- D. No return of special or custom equipment will be permitted unless proved to be of defective manufacture.

IV. PAYMENT TERMS

- A. Net 30 days, from date of invoice, to purchasers of satisfactory credit. If, in the judgement of the seller, the financial condition of the purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, the seller may require full or partial payment. This condition also applies to partial shipment invoices.
- B. A service charge of one and one-half percent (1.5%) per month (18% per annum) or any part thereof will apply thereafter on all outstanding account balances thirty (30) days or more including the service charge.

V. WARRANTY - The following express warrants are exclusive of all other warranties, written, oral, statutory, expressed or implied.

- A. The seller warrants that equipment manufactured by it to be free from defects in material and workmanship for a period of fifteen (15) months after shipment or one (1) year from date of energization whichever is sooner. If proven to seller's satisfaction that the equipment is defective and that notification to the seller has been made within the warranty period, such equipment may be repaired or replaced at the seller's option. If seller determines that defective material can be repaired at the factory such equipment shall be shipped prepaid to the factory and seller will return equipment prepaid to the purchaser.
- B. The seller will NOT PAY any labor or material charges from the purchaser or others to replace/repair equipment without seller's prior authorization. The authorization will be made only to the installer and not to a distributor/wholesaler. The seller will disallow any debit memos, withheld funds or other arbitrary claims for back charges by the purchaser/installer without this authorization.
- C. This warrant applies only to products manufactured at the sellers plant. Products of other manufacturers/sellers furnished as resale items by the seller as part of the purchaser order shall be governed by that manufacturer's/seller's warranty/guarantee and not this warranty. Attempted repair of equipment by other than Lehigh's representative or failure to pay in full 90 days after final invoice will void this warranty.

The dimming system consists of electrical and electronic components which could cause electrical shock if tampered with. Only individuals experienced with electrical and electronic equipment should remove the panels or attempt to service this system.

All questions regarding this equipment should be referred to:

Lehigh Electric Products Company
6265 Hamilton Boulevard
Allentown, Pa. 18106-9789

Phone: 610 395-3386
Fax: 610 395-7735

WARRANTY

SUBJECT TO THE TERMS OF THIS PARAGRAPH, THE SUPPLIER WARRANTS ITS TITLE TO THE PRODUCTS SOLD BY IT AND WARRANTS TO THE PURCHASER THAT ITS PRODUCTS ARE FREE OF DEFECTS IN WORKMANSHIP OR MATERIAL AND ARE IN CONFORMITY WITH APPLICABLE SPECIFICATIONS AND DESCRIPTIONS OF THE SUPPLIER. NO CLAIM SHALL BE MAINTAINED HEREUNDER UNLESS THE FACTS GIVING RISE TO IT ARE DISCOVERED WITHIN 16 MONTHS FROM THE DATE OF SHIPMENT FROM THE FACTORY, OR 12 MONTHS AFTER INITIAL ENERGIZATION OF SAID EQUIPMENT, WITH THE ONE EXPIRING FIRST GIVEN PRECEDENCE, AND WRITTEN NOTICE THEREOF GIVEN TO THE SUPPLIER WITHIN 30 DAYS OF DISCOVERY. THE SOLE AND EXCLUSIVE LIABILITY OF THE SUPPLIER, FOR BREACH OF WARRANTY SHALL BE, AT ITS OPTION, TO REPLACE OR REPAIR THE PRODUCT OR PART CONCERNED F.O.B. ITS FACTORY OR SUCH PLACE AS IT MAY DESIGNATE. THE WARRANTIES STATED IN THIS PARAGRAPH ARE EXCLUSIVE OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED, NONE OF WHICH SHALL APPLY TO THE SALE OF THE SUPPLIERS PRODUCTS HEREUNDER