

Terms and Conditions

Quotations, Order Acknowledgements, and Sales

Essential Knowledge

Sales Representatives are expected to be familiar with standard MORLITE Terms and Conditions as printed on the back of order acknowledgement forms. (see below)

Acceptance

Acceptance of Buyer's order is expressly made conditional on Buyer's assent to the terms and conditions contained herein and the credit approval of Buyer by Seller.

Cancellation

Seller reserves the right to cancel or suspend all or any undelivered or unexecuted portion of the goods or services covered by this agreement without any liability whatsoever (I) if Buyer breaches any of the terms hereof or (II) if any proceeding by or against Buyer in bankruptcy, reorganization or insolvency, or the appointment of a receiver, or any assignment for the benefit of creditors on behalf of Buyers occurs. Upon cancellation of an order by Buyer, Buyers must reimburse Seller for any and all losses or expenses incurred.

Price

If seller has included a price on the front hereof, such price shall control. Except, as may be otherwise noted herein, the price does not include any applicable federal, state or local taxes.

Changes

No change in the terms of this agreement shall be binding upon seller unless in writing and signed by Seller.

Entire Agreement

This agreement and any document referred to herein supersede all prior understanding, transactions and communications (oral or written) with respect to the matters covered herein and from the complete contract between Buyer and Seller.

Confidentiality

Any knowledge or information concerning Seller's products, methods or manufacturing processes which Seller may disclose to Buyer incident to the production of goods or performance of services covered by this agreement shall, unless otherwise specifically agreed to in writing, be kept secret and confidential by Buyer and will not be divulged by Buyer to any third party or used by buyer otherwise than in connection with the goods or services covered herein. If the production of goods or performances of services covered by this agreement involves experimental development or research work, the parties agree that no license to make, have made, employ or sell any inventions resulting from the work shall have been granted. The rights and obligations under this clause shall survive the cancellation, termination or completion of this agreement.

Buyer's Damages

In no event shall the Seller be liable for prospective profits, special indirect or consequential damages. In all cases, Seller's liability shall be strictly limited to, at Seller's option, either (I) the repair or replacement of the goods or (II) the price of the goods.

Payment

Except as otherwise provided on the face hereof, payment shall be net 30 days, F.O.B., MORLITE factory, Erie, PA. A charge of 1.5% per month or fraction thereof, 18% per year, will be made on all overdue bills unless such charge exceeds the maximum allowable under law, in which case the charge shall be reduce to the maximum allowable under law.

Title and Rise of Loss

Unless otherwise specified on the face hereof, the F.O.B. point shall be Sellers location designated on the face hereof. Claims for damage or loss must be made by Buyer with carrier.

Delivery

The terms of delivery are approximate and based upon prompt receipt of all needed data. The Seller shall not be liable for delays in delivery or performance or failure to deliver or perform (I) due to causes beyond its reasonable control, (II) due to acts of God, Buyer, of civil or military authorities, fires, strikes, floods, epidemics, quarantines, wars, riots, delays in transportation, or car shortages, (III) due to unavailability of needed labor, materials, components, or production facilities or (IV) due to any other commercial impracticality. In the event of any such delay the date of delivery shall be deferred for a period equal to the time lost by reason of delay. Seller shall determine routing except when Buyer specifies and otherwise and pays all extra costs incurred thereby.

Assignment and Set-off

This contract between Buyer and Seller and any payments to be made thereunder may not be assigned or transferred without prior written approval by Seller. No claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other contract with Seller.

Remedies

Each of the rights and remedies of the seller in this agreement shall be cumulative and additional to any other or further remedies provided in law or in equity or in this agreement.

Attorney's Fees

In the event Seller shall sue buyer for any reason, Seller shall be entitled to recover from Buyer all costs of suit and reasonable attorneys' fees in addition to all other available remedies.

Returns

Products of Seller are made to order, thus Seller is not obligated to accept returns and there is no standard "Restocking" charge. Under no circumstances will returns be accepted without written factory authorization. Requests for returns must be made in writing within 30 days of shipment and material must be returned within 30 days from receipt of authorization. Since each request will be considered individually, a customer agreement letter must be executed before an RGA will be issued. This letter will establish the terms and conditions of return agreeable to both the Seller and Buyer.

Venue and Jurisdiction

This agreement between Buyer and Seller shall be deemed to have been executed and delivered at the place of business of Seller, and shall be construed and interpreted under the laws of the state where the place of business of Seller is located without giving effect to its choice of law provisions. Jurisdiction and venue, with respect to any suite in connection with this agreement, shall reside in the state or federal courts where the Seller's place of business is located.

Waiver

Seller's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Seller's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, rights, or privileges.

Severability

In the event that any word, phrase, clause, sentence, or other provision hereof shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provisions hereof.

FREIGHT POLICY

Freight Allowance

Freight is prepaid and allowed on shipments of \$15,000 or more within continental United States.* Routing is at Seller discretion. Special freight instructions shall be followed if Buyer accepts any additional transportation and handling charges.

Projects quoted Freight Allowed are done so based on the minimum number of shipments required by the factory. Additional shipments requested after order is received shall be shipped at the customer's expense.

Freight is prepaid and added to invoice on shipments of less than \$15,000.

Damage Claims

All shipments will be made FOB Erie, PA* and ownership passes to consignee upon shipment. All transit claims shall be made by consignee directly with carrier. A clear receipt at the factory places the responsibility for complete and proper delivery upon the carrier. Morlite products are fully tested for mechanical defects prior to shipment.

** For Alaska, Hawaii, Puerto Rico or other points outside the continental United States, freight allowance will be made to the nearest port of embarkation in the continental United States.*

QUALITY ASSURANCE

Quality Assurance Policy

MORLITE's first priority is customer satisfaction. We take every step possible to ensure that our products are well designed, of superior **quality**, and are received by our customer in good working order. It is our intention that any problems resulting from defective materials or workmanship be promptly addressed.

Field Problems

Detailed below are the general procedures and guidelines we ask you to follow in the event a field problem arises due to defective materials or workmanship. This policy statement is not intended to create a warranty, nor to become a part of, nor extend the existing MORLITE customer warranty.

- **Acknowledgment of Problem**

In order to serve our customers better, the MORLITE Customer Service Department should be promptly notified by you of all problems which you or your customers encounter with our products. MORLITE, once notified, will acknowledge your comments and complaints in writing.

- **Limits of Responsibility**

The correction of any problem resulting from abuse, neglect or misuse of the product after it leaves the factory is not the responsibility of MORLITE. MORLITE also has the right to limit its financial responsibility for warranty repairs to the furnishing of new parts free of charge, in exchange for parts which have been proven defective.

- **Authorization for Warranty Repairs**

All warranty repairs made by you, or your customer, must be authorized by MORLITE in writing prior to the performance of chargeable work. Contact Customer Service to determine labor allowances acceptable to MORLITE prior to any commitment to proceed.

MORLITE cannot be held responsible for excessive time lags between discovery and reporting of the problem.

Back charges

Back charges require prior approval. Any back charge made without prior approval will be disallowed.

Disallowed back charges may be debited against rep commission statements.

We cannot over emphasize the need to obtain prior approval.

If the problem requires work to be performed in the field, MORLITE reserves the right to perform this work with factory personnel, but we do recognize the fact that the contractor may be required to do any work. In these cases MORLITE will advise its acceptable labor rate, and follow with a purchase order and/or written authorization to proceed.

WARRANTY

Limited FIVE-Year Warranty For Morlite Lighting Fixtures

MORLITE lighting fixtures (the Good) are carefully designed, manufactured, and inspected. MORLITE warrants that the Goods are free from defects in workmanship and materials for a period of five years from the date of delivery. LED sources and power supplies are not included in five year warranty. Sales literature will reflect warranties for individual products as they are developed.

In the event of defect of the Goods which are still in their original installation not caused by unreasonable use or damage to the Goods while in possession of the purchaser, MORLITE will repair or replace the defective Goods. Discolored lenses due to excessive UV exposure or damage by firearms are specifically excluded from warranty. Lamps, ballasts, and starters used in the Goods are covered by their respective manufacturers and are excluded from this warranty.

Under no circumstances shall morlite be liable to the purchaser or any other person for any consequential, incidental, ergonomic, direct, indirect, general, or special damages arising out of any breach of warranty express or implied, under this contract. Some states do not allow limitations on how long an implied warranty will last, so the above limitations may not apply to you.

There are no implied warranties of merchantability or fitness for a particular purpose. Some states do not allow limitations on how long an implied warranty will last, so the above limitations may not apply to you.

In order to obtain performance under the warranty obligation, contact MORLITE s customer service department. MORLITE will determine whether a field representative will be sent to investigate the warranty claim or the fixture will be returned. For returned fixtures, the purchaser must deliver all defective material freight prepaid to MORLITE. Replacement or repaired products will shipped to you F.O.B. our factory.

Special Warranty

Selected products in the Vandal Resistant family have a special LIMITED LIFETIME WARRANTY. Contact Customer Service for details