

SCOTT ARCHITECTURAL LIGHTING TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SALES: No quotation, order of acknowledgment, and no provisions of these terms and conditions of sale shall be changed in any respect except as specifically agreed in writing and signed by an officer of Scott Architectural Lighting.

SPECIFICATION CHANGES: All specifications, either contained in Scott Architectural Lighting's catalog, promotional literature or special application drawings, are subject to change without notice and without liability to Scott Architectural Lighting.

SHIPPING DATES: Acknowledged shipping dates are our best approximation of the probable shipping date and shall not be deemed to present a fixed or guaranteed date. Scott Architectural Lighting shall not be responsible for any damages, penalties or labor charge backs resulting from delayed shipments or from its inability to ship by the acknowledged shipping date.

PRICES: Prices are for fixtures only and do not include lamps. Unless otherwise specified, price quotations are valid for ninety (90) days. Orders placed on a Hold for Release for over 90 days from the quotation date may be subject to a price increase. Prices do not include federal, state or local taxes.

MINIMUM ORDER: \$100 Net

TERMS: New accounts or those not receiving open credit will be considered "proforma" and will require payment in full before shipping. In order to process a request for an open account, we require the following: A minimum opening order of \$2,500, a signed credit application with banking information and at least three trade references. We will be happy to send or fax a credit application upon request. For accounts receiving open credit, our terms are Net 30 days from the date of the invoice. Past due accounts will accrue interest at the rate of 1.5% per month until paid.

TRANSPORTATION TERMS: Standard Catalog Product All shipments are F.O.B. Fairfield, California. Freight is prepaid on all orders of \$3,000 and above to any point within the United States, except Alaska and Hawaii, excluding custom orders. Scott Architectural Lighting may await completion of an entire order and ship all at once or make partial shipments at its sole discretion. Scott Architectural Lighting will select the method and carrier on shipments of \$3,000 or more. Where customer authorizes air, customer is responsible for difference between ground and air charges.

CONSEQUENTIAL DAMAGE: Scott Architectural Lighting is not liable for damage of any kind resulting from any delay or failure to deliver or perform due to strikes, lockouts or other labor difficulties or failure due to delay of sources of supply, transportation difficulties, accidents, fires, acts of God or any other causes or like or unlike nature beyond Scott Architectural Lighting's control.

DAMAGED SHIPMENT: Scott Architectural Lighting assumes no responsibility for damaged freight. Please inspect each carton for

evidence of damage before accepting shipment. If damage is suspected, refuse shipment. If damage is concealed, immediately cease unpacking and notify the carrier representative.

RETURN OF GOODS: No material may be returned without written authorization from Scott Architectural Lighting. All returns will be issued at a minimum 40% restocking charge. Transportation must be prepaid by the purchaser. Final credit will be determined after receipt of material. All material must arrive in its original operating condition, as no credit will be issued for damaged material. No material will be accepted for credit after three (3) months from date of shipment. Custom items are not returnable.

OTHER CLAIMS: All claims against Scott Architectural Lighting, other than valid warranty claims including claims for shortages and errors, must be made in writing within ten (10) days after delivery. The facts on which the claim is based must be directed in writing to Scott Architectural Lighting.

Failure to make any such claim within ten (10) days after delivery shall constitute acceptance of the merchandise and waiver of any such shortages, errors or other claims.

CANCELLATION OF ORDERS: All cancellations must be made in writing. Released standard product orders canceled within four weeks of acknowledged shipment date will carry a minimum of 40% cancellation charge. No custom or modification orders may be canceled after release of order. Buyers who place orders on a "Hold for Release" basis and subsequently cancel the order prior to release shall be charged a minimum of 10% of the order value.

WARRANTY: Scott Architectural Lighting warrants to the purchaser that its products shall be free from defects in materials and workmanship for a period of one (1) year from the date of shipment. This warranty shall not apply to damage caused by shipping, improper installation, improper lamping, product modifications or abuse of the product. Scott Architectural Lighting's sole obligation under this warranty shall be, at its option, to repair or replace the defective product. Scott Architectural Lighting shall not be responsible for labor or freight charges in connection with removal and reinstallation of the product.

Auxiliary equipment including but not limited to ballasts and transformers furnished as components in our products carry the warranty of the manufacturer of that equipment. Scott Architectural Lighting's warranty does not extend to such components. A written warranty of the manufacturer, if any, will be assigned to the purchaser; however, Scott Architectural Lighting does not adopt and does not warranty or represent any such component parts or the enforceability of such third party warranties.

Scott Architectural Lighting shall not be liable for any consequential, contingent or incidental damages whatsoever. There are no other warranties, express or implied, including any warranty of merchantability or fitness for purpose.

