

Revised: 7/21/10

GENERAL CONDITIONS: All quotations, sales orders, and the provisions, terms and conditions contained herein shall not be modified except as specifically agreed to in writing and signed by an authorized officer of Winona Lighting (“Winona”). Unless notified in writing within 10 days of receipt of the Sales Acknowledgement, Buyer’s placement of any order for goods to be provided by Winona constitutes Buyer’s unconditional acceptance of the following terms as the entire agreement between Buyer and Winona with respect to the purchase and sale of such goods.

TERMS OF SALE AND PROGRESS PAYMENT REQUIREMENTS, ETC: (pending credit approval):

- Standard & Modified standard orders under \$30,000: Net 30 Days.
- Standard & Modified standard orders over \$30,000: 10% with drawing submittal, 20% upon release, balance Net 30.
- Custom orders and Hold For Release: 10% upon drawing submittal, 20% upon release, balance Net 30.
- Fully Released and Approved Orders meeting above criteria: 30% Progress Payment, balance Net 30.

Orders will be shipped **Prepaid and Add** unless agreed to in writing by Winona. A \$10.00 service charge will be added to all orders on which freight is prepaid and added to the invoice. All orders are subject to approval by Winona Lighting’s Finance Department. Prices do not include freight or any federal, state, or local taxes of any nature. All prices are for fixtures without lamps, unless specified in quote description, part number, or separate line item exception. All prices are F.O.B. Winona, MN. Written quotations for specific jobs may include terms that differ from the above. All terms on written quotations supersede these standard terms and conditions.

SPECIFICATIONS: Standard product prices and specifications are subject to change without prior notice. However, Winona will honor any prices and fixture specifications contained in an authorized quotation for 60 days from the date of the quotation. All fixtures will be manufactured to the specifications, unless agreed to by Winona in writing.

SHIPPING DATES: Prices shall remain in effect through the initial acknowledged ship date as noted at Winona order entry. Delays by the customer in shipment beyond the acknowledged ship date may be cause to review fixture pricing. Actual ship dates are a function of material availability and Winona’s production capacity in effect at the time the Order is released by the customer. As such, Winona is unable to guarantee ship dates.

RISK OF LOSS: Risk of loss and / or damage shall pass to the buyer upon delivery by Winona to the carrier at Winona’s plant in Winona, MN. All claims for damage or loss must be made by the buyer directly to the carrier. Claims for damage to product in transit do not relieve the buyer from its obligation to pay the full amount of Winona’s invoice. Claims for damages, shortages of material or rejections for defects must be made within 10 days of receipt of goods. Failure to make any such claim within 10 days shall constitute acceptance of the merchandise and waiver of any such shortages or errors. Failure to give such notice shall constitute Buyer’s unqualified acceptance and waiver of all such claims.

SPECIAL DAMAGES: Winona assumes no responsibility for loss or damage occurring by reason of delay or inability to deliver caused by fire, strikes, accidents, embargoes, car shortages, delay of carriers, insurrection, riots, acts of the civil or military authorities, nor will we assume responsibility for any reason whatsoever for damages of any kind on account of failure to deliver at the time specified.

GOVERNING LAWS AND FORUM: This contract shall be governed by and construed according to the laws of the State of Minnesota.

CANCELLATION POLICY: Standard product orders cancelled before material is ordered and / or production started bear a 25% cancellation charge. Standard product orders (cancelled after released to production), custom and modified-standard orders cannot be cancelled and are subject to a 100% cancellation fee.

RESTOCKING POLICY:

1. Custom and modified standard fixtures are not returnable.
2. Standard product fixtures in quantities less than 10 may be returned subject to a 50% restocking charge. All requests for returns must be made within sixty (60) days of shipment.
3. Large quantity standard product orders are no different than modified standard or custom orders and therefore, without factory approval, there is no restocking privilege.
4. In the event Winona agrees to restock fixtures, several conditions must be met:
 - a. Winona must agree to the return of the fixtures, in writing, and issue an appropriate RMA (Returned Merchandise Authorization) form.
 - b. The invoice for the fixtures must be paid in full before the RMA will be issued.
 - c. In situations where the wrong fixture was inadvertently ordered or the exchange is for another Winona fixture, the second order must be placed and also paid for prior to the issuance of the RMA.
 - d. Wherever possible, the fixtures must be returned in their original containers to insure that they arrive at the factory undamaged.
 - e. If fixtures are returned in a damaged condition, the factory reserves the right to rescind the RMA.

NON-ASSIGNABILITY: Contracts are not assignable by the buyer without the expressed written consent of Winona.

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WARRANTY CONDITIONS:

1. When installed according to the Winona installation instructions and the installation conforms to all local and national building and electrical codes, Winona warrants all products manufactured to be free from defects resulting from the use of inferior materials, equipment or workmanship, normal wear and tear excepted. See below for warranty periods per product line.
2. Winona does not guarantee defects from improper handling or installation nor does this guarantee extend to the manufacturer of component parts. All component parts carry the warranty of its manufacturer, but not less than one (1) year from date of shipment from Winona. Winona does not warrant defects in design or required specifications not agreed to in writing.
3. This warranty is exclusive and in lieu of all other warranties, whether expressed, implied or statutory, including but not limited to, any warranty of merchantability or fitness for any particular application.
4. In the event of a valid warranty claim, it is Winona's sole decision to either repair or replace the product, but only after Winona has issued an RMA for the defective product. Labor costs are not covered under this warranty except when prior written consent by Winona has been given.

d e c o r a t i v e

WARRANTY PERIOD: Subject to the conditions above, Winona warrants its products for a period of one (1) year from the date of shipment. All LED products shall be guaranteed by the Winona LED warranty.

windirect™

WARRANTY PERIOD: Subject to the conditions above, Winona warrants its products for a period of one (1) year from the date of shipment. All LED products shall be guaranteed by the Winona LED warranty.

winonaLED

WARRANTY PERIOD: Subject to the conditions above, Winona warrants its products for a period of three (3) years from the date of shipment with the exception that all V-line products shall be guaranteed for a period of one (1) year from the date of shipment.

WINSCAPE™

WARRANTY PERIOD: Subject to the conditions above, Winona warrants its products for a period of five (5) years from the date of shipment with the exception of:

1. Clear coat finishes on all brass products are warranted for one (1) year.
2. Lamps are covered under lamp manufacturer's warranty.

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CANCELLATION POLICY:

Standard product orders cancelled before material is ordered and / or production started bear a 25% cancellation charge. Standard product orders (cancelled after released to production), custom and modified-standard orders cannot be cancelled and are subject to a 100% cancellation fee.

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QUOTATIONS:

1. Terms of Sale - See *Terms and Conditions*.
2. Prices are based on our interpretation of information supplied to us for quoting. Changes in the specifications may cause a variation in the quoted prices.
3. Pricing is based upon a one-time release of the quantities quoted. If quantities change or if a partial release will be required, the re-quote may be required.
4. Orders will be shipped **Prepaid and Add** unless agreed to in writing by Winona. A \$10 service charge will be added to all orders on which freight is prepaid and added to the invoice.
5. All orders are subject to approval by Winona Lighting's Finance Department.
6. Prices do not include freight or any federal, state or local taxes of any nature.
7. All prices are for fixtures without lamps, unless specified in the quote description, part number or separate line item exception.
8. All prices are F.O.B. Winona, MN.