



**TERMS AND CONDITIONS OF SALE
FOR SHIPMENTS WITHIN THE UNITED STATES***
Effective July 1, 2003

TERMS:

All products — net 30 days from date of invoice. An invoice becomes past due if payment is not received within 30 days.

FREIGHT ALLOWANCE:

Products may be combined on an order to qualify for freight allowance.

Shipments are F.O.B. our plants, Distribution Centers or Field Warehouses:

All factory orders having a sale price of \$2,000 or more for one consignee for one release qualify for freight allowed.

All orders having a total price of less than \$2,000 will be assessed freight and handling charges.

Pre-shipped anchor bolts will be assessed freight and handling for one consignee for one release qualify for freight allowed.

ALL SHIPMENTS — Various product types may be combined to qualify for freight allowance. On orders qualifying for freight allowance, we reserve the right to route at our discretion. We will ship in the manner selected by the customer provided the customer assumes any additional transportation costs.

TRANSPORTATION CLAIMS:

Our equipment is tested for mechanical defects prior to shipping. Our packaging is regularly inspected by transportation authorities who assume responsibility for both apparent and concealed damages sustained by improper handling. Title passes to purchaser upon delivery by us to the carrier, and all claims for damages or shortages in transit shall be made by purchaser with delivering carrier. We shall be glad to assist when called upon provided notification is given in writing within 15 days of receipt of shipment.

PACKAGING:

The company reserves the right to alter the quantities of any order so as to conform to standard packaging.

PRICES:

Prices are subject to change without notice. In the event of price increases, all orders on hand will be filled at lower prices provided such orders are released for shipping prior to the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Special quoted orders which cannot be released for shipping prior to the price increase may be subject to an increase in price. Minimum billing for product sales is \$50. Prices do not include lamps unless so specified. Minimum billing for replacement parts is \$15.

ACCEPTANCE:

Acceptance of orders can be made only at our plants, Distribution Centers or Field Warehouses for warehouse orders on the basis of these terms and conditions of sale.

SERVICE AREA LIMITATION:

The company reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the customer.

RETURN MERCHANDISE:

No merchandise may be returned without prior written authorization from our factory.

All non-stocking, special, custom-made, and modified versions of factory produced items are not returnable. Authorization will not be granted when value of all items to be returned is less than \$100. Return from any one job will be limited to not more than 10% of the total job value. Requests to return merchandise must be made with our sales representatives for transmittal to the factory within four (4) months from date of shipment by us. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a restocking charge (to partially defray our cost of handling), less reconditioning and replacing costs if necessary, and less the freight expense of the original shipment. The reconditioning charge will be determined by the repair, refinishing or reconditioning required to restore the merchandise to a saleable condition.

GUARANTEE:

We warrants all equipment to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of one (1) year. 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 honored unless prior written authority has been granted by our Customer Service Department. Anchor bolts must be installed using current factory-furnished templates.

Ballast Guarantee — Ballasts are those of recognized, responsible manufacturers. Orders calling for specified brand name or type ballast will be handled on a quotation basis only. Claims for defective ballasts found to be in warranty should be made directly to the ballast manufacturer through their local ballast service center or their field representative in order to expedite replacement. Labor charges for replacement of defective ballasts will not be accepted by us, but must be authorized by the ballast manufacturer. Copies of each manufacturer's standard ballast replacement program are available upon request.

CANCELLATION CHARGE:

Orders may not be cancelled unless we are reimbursed for work already performed and for special material purchased by our company. If an order is cancelled after shipment or if delivery is refused at destination, selling, warehousing, delivery and return costs will be charged to the customer.

GENERAL:

Possession of a price sheet does not entitle one to purchase. Specifications are subject to change without notice. Consult factory for verification. The compliance of our product to individual project specifications and the approval for their use is not warranted by our company.

* For shipments outside the United States, contact factory for applicable terms & conditions.