

THE LIGHTING DIVISION

Terms and Conditions

Prices are subject to change without notice and without liability with respect to previous sales unless otherwise authorized or specified in writing by THE LIGHTING DIVISION, a unit of Quality Contract Assemblies, Inc. (QCA). Quotations are subject to acceptance within 60 days, and we reserve the right to withdraw the quotation at any time before the order is accepted by THE LIGHTING DIVISION.

We also reserve the right to void any quotation of price or terms in the event the customer to whom such quotation is made, changes the order with respect to any factor reflected in the price or other terms originally quoted.

Payment Terms

Standard terms require that orders are to be prepaid prior to shipment or paid C.O.D. Open credit terms are extended to qualified customers who maintain a continuous and satisfactory sales and payment record. Customers requesting open credit must furnish THE LIGHTING DIVISION with credit references on our standard "Application for Credit". Evaluation for open credit requires approximately two weeks. Payment on open invoices must be made within 30 days from the date of invoice. Balances exceeding the 30-day credit period are charged interest at the rate of 1 ½% per month, annual percentage rate of 18%). Customer also agrees to pay all legal costs incurred by THE LIGHTING DIVISION in enforcing the terms of this agreement.

Minimum Order/Rush Orders

The Order Minimum is \$200.00, not including any freight or any applicable taxes. A \$50.00 minimum order charge will be billed on orders below \$200.00. Rush Orders (required ahead of our normal advised ship date) are subject to a \$50.00 rush order charge. All rush order requests must be submitted to the internal Production Planner for approval and scheduling prior to acceptance. We will meet rush order dates and advised ship dates to the best of our ability, not subject to factors outside of our control.

Freight

All shipments are F.O.B. our warehouse in Rochester, NY unless otherwise stated. THE LIGHTING DIVISION reserves the right to select routing and best method of transportation. If the customer specifies an alternate method of shipping (such as air shipment) or special routing, the customer must assume all freight charges.

Delivery and Shipment Claims

All products are inspected to ensure they are in good condition before they are turned over to the carrier. If the merchandise is received in damaged condition, or if cartons are missing, a notation must be placed on all documents signed by the recipient. The carrier should be contacted by telephone and in writing to request an inspection immediately, whether or not the damages are noted or concealed at the time of receipt. THE LIGHTING DIVISION must be informed of any loss or damage within 5 business days from the date of receipt should credit or replacement of merchandise be required from us. All UPS claims should be properly substantiated with supporting documents to enable us to file claim. Claim for all shipment made by common carrier, or any carrier selected by the customer, are filed by the customer.

Returned Goods

No products are to be returned without prior authorization from THE LIGHTING DIVISION. Under no circumstances shall customers assume settlement nor will THE LIGHTING DIVISION be bound by deductions from remittances due.

Returned merchandise is subject to a 30% restocking and handling fee. All returns are to be sent freight prepaid. Returned goods cannot be accepted if:

1. the merchandise was shipped by us more than 45 days ago
2. the merchandise was deemed "special sales items"
3. the merchandise was custom or modified made-to-order products
4. the merchandise is not in their original packaging

Merchandise returned due to manufacturing error will be credited in full and return freight will be allowed. Please note, however, that in all cases, credit is subject to THE LIGHTING DIVISION's final inspection.

Cancellations

Orders or contracts for standard products maybe cancelled by the customer only upon payment of all reasonable charges based on expenses already incurred and committed by THE LIGHTING DIVISION. Custom or modified made-to-order products are not subject to cancellation.

Order Interpretation

Unless specifically noted, we accept and process orders in accordance with our latest published catalog sheets or current standard prevailing on the date we receive your order. Under no circumstances will we be responsible for adherence to plans and specifications unless they accompany the order and are accepted by the officer of THE LIGHTING DIVISION.

Limited Warranty

Warranty/Grace LED Fixtures: Limited Lifetime Warranty

Warranty/All Other Product Lines, Power Supplies, Dimmers & Accessories: 3-Year Limited Warranty

THE LIGHTING DIVISION warrants that products delivered or shipped are free of defects of workmanship or material under normal and proper usage. Should any failure to conform to this warranty become apparent during the stated warranty period, we must be informed in writing to enable us to replace or repair the products at our option. In no event will we be responsible for any labor costs expended on such products or held liable for any consequential damages, losses or damages arising directly or indirectly from the use of the products or from any other cause. THE LIGHTING DIVISION will not assume responsibility for claims arising from misuse of our products due to improper installation practices or usage, and abuse by subjecting the product to operating conditions, which exceed the rated capacity. Warranty applies to original purchaser with original receipt or proof of purchase.

Taxes

Prices do not include any federal, state or local taxes, which may be applicable. The purchaser shall pay any federal, state or local tax imposed by virtue of a sale. If a tax exemption is claimed, such exemption must comply with the legal guidelines established by the governing authorities.

Lead Time

Lead time, shipping or delivery information is offered for guidance only and may be subject to delay. THE LIGHTING DIVISION will not be responsible for deviation in meeting shipping or delivery schedules nor for any losses or damages unless specific agreement to that effect is made in writing and signed by an officer of THE LIGHTING DIVISION. Such specific agreement shall be deemed null and void if the delay is due to any cause beyond our reasonable control including and without limitation to an act of God, priorities of the government or federal, state or municipal agency, or other agencies not within our control which prevent the delivery of the products.

Product Data

Every effort is made to avoid typographical or clerical errors in our printed literature, price lists or catalog cuts, quotations or acknowledgements. If, and whenever such errors are discovered, they are subject to correction and THE LIGHTING DIVISION shall not be held responsible for any chargeback resulting from these errors.