

TERMS & CONDITIONS OF SALE FOR SHIPMENTS WITHIN THE CONTINENTAL UNITED STATES

Effective August 1, 2018

GENERAL TERMS

The following terms and conditions constitute the entire sales agreement between The Luminaires Group USA (a•light). (hereinafter called a•light) and the purchaser (hereinafter called CUSTOMER). Any contrary conditions submitted by the customer shall be null and void unless accepted in writing by a•light. It is agreed that the customer has full knowledge of the terms and conditions of sale for each transaction and has accepted them in full. a•light reserves the right to modify, alter or discontinue any product without prior notice. Published material (printed or electronic) may include clerical errors; a•light will not accept any responsibility resulting from printed errors. Quotations do not constitute a final proposal; a•light may, at its convenience, review quoted prices, and reserves the right to refuse any order. Materials received by the customer remain the property of a•light until full payment has been executed. Visa/MC is accepted with an additional 4% processing fee.

PRICING

All orders are non-cancelable after release. Orders entered on hold for release are subject to a price review after 90 days. Orders entered with submittal drawings pending approval will be subject to price review if drawings are not returned and released after 90 days. Prices are subject to change without notice. a•light will ship merchandise at prices prevailing at the time of shipment. Due to the current economic conditions, fluctuations in material costs may require surcharges from time to time. Prices are exclusive of freight tax, use, excise or similar taxes unless otherwise noted in writing. Prices do not include lamps unless quoted in writing. Prices do not include freight unless quoted in writing. Pricing includes standard factory powder coat colors. Consult the factory for all other RAL colors.

PAST DUE PAYMENTS

A finance charge of 1-1/2% per month will be assessed on past due invoices. Any account submitted for collection is subject to reasonable agency costs and/or attorney fees. In the event a suit is brought to enforce collection, the jurisdiction and venue of the action shall be exclusively in the San Diego Judicial District.

SALES TAX

State sales tax regulations may apply. Please call customer service for details.

RETURNED CHECK

A \$25 check charge will be assessed for any check returned by the bank.

CREDIT

Accounts on open credit only: Payment is due 30 days from date of invoice (Net 30). New accounts: minimum opening order of \$1500 is required. One week is required after credit information has been provided, to process credit. Orders will not be released during this time. C.O.D. orders: payment will be required two weeks prior shipment. 50% deposit will be required for all orders. All orders less than \$500 will have a surcharge of \$50. All orders, on open credit, paid over 60 days will have its account status changed to C.O.D. terms. a•light may, at its discretion, require a deposit for orders of large amounts requiring a special production run of standard products. The customer will assume all legal costs related to the collection of unpaid invoices.

FREIGHT TERMS

All shipments within North America are Incoterms-2010 F.C.A factory, and all shipments outside North America are Incoterms-2010 Ex-Works factory. Title passes when delivery is made to the possession of the carrier. Cost of freight will be assumed by a•light for all orders above \$5,000 standard fixtures only (freight not included on custom configurations or patterns), shipping to any single location within the contiguous United States (excluding Alaska and Hawaii). Set-up charges not included. Freight allowance is extended only to accounts on open credit. Customer will assume all freight costs other than the usual method and frequency determined by a•light. Collect or prepaid freight: a•light will appoint a carrier of its choice, unless otherwise requested. a•light will refuse to allow cost of freight to any destinations not serviced by national carriers or any other destinations where cost of freight is exceeding allowed amount determined by a•light. Customer will be responsible for all additional costs related to goods not received when delivered by the carrier. a•light will not assume any costs resulting from delays during transportation. Freight is allowed on one-shipment based on one quotation for one release. Claims a•light will cease responsibility upon acceptance of material by the carrier. Lost merchandise, visible or concealed damaged material must be reported by the consignee within a maximum of 10 days from date of reception. a•light will cooperate, but will not be responsible for lost or damaged goods in transit. a•light will require full payment for shipped goods lost or damaged in transit.

DELIVERY

a•light will not accept any responsibility resulting from uncontrollable manufacturing delays.

Delivery dates are approximate. a•light will refuse all orders showing an "On Site Date" or "Penalties for Delays". Release date is established only when all pertinent information have been provided allowing for complete manufacturing. Date of purchase order or date of order released do not constitute the date of release to production.

ESTIMATED SHIPPING DATES

The shipping date indicated on the order acknowledgment, by sales support, or any employee of a•light, if any, is the best approximation of the probable ship date and shall not be deemed to represent a fixed or guaranteed shipment date.

CANCELLATION

Orders cannot be canceled after release. Canceled orders on standard product are subject up to a 100% cancellation fee. If an order is canceled after shipment or if delivery is refused by destination, all warehousing, delivery and return costs shall be assessed, in addition to cancellation fees. Custom designed and LED manufactured product may not be canceled after order has been released for any reason. Any orders that are canceled after submittal drawings have been completed will be billed a \$500.00 drawing charge. Orders entered into our system and on hold with no activity for 90 days will be automatically canceled. A new PO at current pricing will be required.

RETURN MERCHANDISE TERMS

Custom designed and LED manufactured product may not be returned for any reason.

SPECIFICATIONS

a•light, in no way, expressed or implied, accepts responsibility for voltage determination. a•light shall not be responsible for quotations of prices or specifications concerning non-cataloged items, unless a•light confirms this to the customer in writing. Cataloged items are those listed in the most current a•light catalog and website. Unless specifically agreed to in writing, a•light does not warrant compliance of our products with any individual project specification.

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SUBMITTAL DRAWINGS

Submittal drawings are provided on an as requested basis or as required by product specification. Submittal drawings for non-standard product will require architectural details, not limited to, ceiling, wall, AFF, plan section and elevation drawings, to be submitted to a•light prior to the start of the submittal drawing process. Once submittal drawings are requested, a period of two to four weeks is to be allowed for completion of the drawings. Once the drawings are completed, the factory will not plan production until they are returned as approved by the customer and purchase order is fully released. Once submittal drawings are issued to the customer for approval, a 50% cancellation charge will apply, except in the case of a custom order, which is non-cancelable upon issuance of submittal drawings to the customer. See also Terms for Customs and Modifications and Cancellation Charge above.

LIMITED WARRANTY

a•light warrants that, for a period of five (5) years from the date of shipment to the original customer at the original installed location, each product will be free from any defects in material and workmanship which cause the product to fail to operate in accordance with the products' performance specifications as they exist at the time of shipment. This limited warranty is void if (i) the product is installed improperly or otherwise not in accordance with the a•light installation instructions and guidelines that are shipped with the product or any applicable standards or codes, such as, without limitation, those standards of codes of the National Electrical Code, the Standards for Safety of Underwriters Laboratory, Inc., or the Canadian Standards Association, (ii) the product is altered or repaired other than as authorized in writing by a•light, (iii) the product is misused or abused, whether intentionally or not, including without limitation if the product is used at any time in an environment or operating range, or subjected to electrical values, in excess of those specified in the product's performance specifications, (iv) the product is damaged due to Acts of God, (v) the product is used in violation of any applicable standard or code for use, such as, without limitation, those standards or codes of the Standards for Safety of Underwriters Laboratory, Inc., or the Canadian Standards Association, (vi) the product is used other than as a stand-alone product (ie integrated into another lighting product), (vii) the product is damaged in transit or handling, or (viii) customer fails to fulfill all financial obligations in regards to purchase of the product. a•light's obligation under this limited warranty is limited to, at a•light's option, either repair or replacement of the defective part or parts or else make available a new replacement product that will provide equal or better performance. a•light's OBLIGATIONS UNDER THIS LIMITED WARRANTY DO NOT INCLUDE ANY OTHER COSTS OR EXPENSES, SUCH AS, WITHOUT LIMITATION, ANY COSTS OR EXPENSES OF REMOVAL OR REINSTALLATION WHATEVER THE CAUSE OR HOWEVER INCURRED OR IMPOSED (FOR EXAMPLE AND WITHOUT LIMITATION, LABOR COSTS OR EXPENSES, LIFTS, SCAFFOLDING, PROTECTIVE FLOOR COVERING, ADMINISTRATIVE COSTS, OR REQUIREMENTS OF LAW OR ANY GOVERNMENTAL AGENCY OR BODY). a•light will not be held responsible for any costs associated with the location of the installed products. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD. The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory or otherwise, are given or herein expressed. LIMITATION OF LIABILITY: a•light will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time cost or claims of claimant's Customers. a•light liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement for the product or services furnished hereunder shall not exceed the price of the Product which gives rise to the claim. SPECIAL NOTE: Normal wear and tear on the product is not covered by this limited warranty. Exterior or mechanical damage that is not the result of a breach of warranty will not be corrected. No cosmetic repairs will be made. With respect to electrical and electronic parts or components not manufactured by a•light (e.g. drivers, ballasts, power supplies, photoelectric controls, transformers, etc.), a•light will provide a warranty equivalent to that offered by the manufacturer of the electrical or electronic components. Please contact the component manufacturers directly for replacements.

BACK CHARGES

Back charges will not be accepted. Any field repair/rework without factory approval will not be accepted. All field repair/rework must be approved in writing.

SPECIAL PROJECTS

Luminaires are made to order in limited quantities. a•light has no obligation to produce additional components or luminaires. A minimum deposit of 50% up to full payment will be required, prior to releasing any order to production. Custom-made luminaires are not cancelable or returnable.

ENTIRE AGREEMENT

Except as expressly agreed in writing signed by a•light, the terms and conditions stated above shall constitute the entire sales agreement between a•light and the customer. Any contrary or additional terms or conditions submitted by the customer (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in customer's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Customer's submission of a purchase order shall indicate customer's acknowledgment of and agreement with these terms and conditions. These Standard Terms shall govern all sales by a•light; the law applicable to sales under these Standard Terms shall be the laws in force in the state of California, and any proceedings concerning the Standard Terms and/or to the relations between the parties shall be brought exclusively before the courts of competent jurisdiction in the judicial district of San Diego, California. a•light reserves the right to change these Terms and Conditions of Sale without notice.