

MODERN FORMS

GENERAL TERMS AND CONDITIONS OF SALE FOR 48 US CONTIGUOUS STATES

Opening of new accounts are subject to credit approval.

Credit Terms are 1% 10 Net 30 Days.

Prices are F.O.B. our warehouse in Port Washington, New York; Lithia Springs, Georgia or Ontario, California.

FREIGHT TERMS: Domestic ground freight within the 48 contiguous states allowed on orders over \$1,250 if paid within terms. Note: Modern Forms™ orders can not be combined with WAC orders to qualify for the \$1,250 threshold. Freight charges for freight allowed orders will only be credited for shipping destinations within the 48 contiguous states. If customer requests shipment via air, the customer will be responsible for the full freight costs. Freight allowance is contingent on direct shipments to showrooms or distribution centers.

PRICING: Prices are subject to change without prior notice.

SERVICE CHARGE: Orders below \$100 and/or drop ship orders are subject to a \$15 service charge. Refused orders are subject to a minimum of 50% restocking charges.

SPECIAL/CUSTOM ORDERS: A minimum of 50% deposit will be required for custom or special order products. These terms will apply to custom orders as well as standard items involving significant quantities greater than the Modern Forms™ maximum stock level. All custom orders require balance of payment prior to shipment. The 1% 10 Net 30 is non-deductible from deposits.

SHIPMENTS: Modern Forms™ reserves the right to make shipments only to an account's listed business address and the right to select carrier on all shipments. Title to all shipments and risk of loss passes to purchaser upon delivery to carrier. The distributor is responsible for any additional charges, such as, but not limited to: lift gate, union drivers, or specialty handling and truck idling fees on drop ship orders.

At the time your order is placed, we will do our best to ship it complete. If we are temporarily out of stock, we will automatically back-order the out of stock item unless a written cancellation is received. All back-orders will be shipped as soon as possible. Orders scheduled for pickup at one of our distribution centers must be picked up within 3 business days, or they will be shipped at customer's expense to listed business address.

ORDER CANCELLATIONS: Orders for standard products may be cancelled by the customer only upon payment of all expenses already incurred and committed by Modern Forms™. All requests for order cancellation must be in writing. Orders cancelled after order has been processed are subject to a minimum restock fee of 25% on standard items and a minimum restock fee of 50% on made-to-order items. Special or custom orders may not be cancelled.

CLAIMS FOR DAMAGES, SHORTAGES AND BREAKAGES: All freight claims for damages, breakages, or shortages whether obvious or concealed must be filed with the freight carrier immediately. Shortage claims must be submitted to your sales representatives or to Modern Forms™ Customer Service within 30 days of receipt.

RETURN MERCHANDISE: No merchandise may be returned without prior return authorization. Requests for returns of merchandise must be submitted to your sales representatives or to Modern Forms™ Customer Service in writing. Upon receipt of RGA number, please pack merchandise carefully and indicate the RGA number on the carton(s). Ship freight prepaid to appropriate return location as detailed on the RGA confirmation.

Authorized returns will be subject to a minimum 25% restocking fee and return freight, except on products considered by the manufacturer to be defective in material and workmanship. Authorized returns on non-defective made-to-order items will be subject to a minimum 50% restock fee. Modified and/or special custom order items may not be returned. Unauthorized returns or freight collect returns will be refused. No authorization will be granted for return of product after 12 months of purchase date, except on products considered by the manufacturer to be defective in material and workmanship. Also, due to the rapid changes in solid state lighting products, non-defective LED products may only be returned up to 6 months of purchase date with factory authorization.

WARRANTY AND OBLIGATION: Modern Forms™ warrants to the first non-dealer purchaser of any of its luminaire products that they are to be free from defects in material and workmanship for a period of five (5) years from the date of purchase for all indoor products. For outdoor products: electrical components are warranted for five (5) years; outdoor painted finishes are warranted for two (2) years. Stainless steel finishes are warranted for lifetime, under normal use to the first non-dealer purchaser. Modern Forms™ warrants any of its outdoor rated ceiling fan products that they are to be free from defects in material and workmanship for a period of one (1) year from the date of purchase; LED light modules are warranted for five (5) years; DC motors and stainless steel finishes are warranted for lifetime under normal use to the first non-dealer purchaser.

Although Modern Forms™ uses the best available materials and does extensive testing for finish endurance, some fading or chalking may occur and is considered normal. For coastal locations, some corrosion and/or deterioration is considered "normal wear" in this environment. Therefore, any finish claim due to coastal environment conditions is not applicable to our warranty. If a product is defective, all efforts will be made to correct the problem in the field. If the problem cannot be resolved, an RGA number will be issued. Modern Forms™ obligation is expressly limited to repair or replacement, without charge, at the Modern Forms™ factory after prior written return authorization has been granted. Modern Forms™ obligation under this warranty shall not extend beyond the distributor's initial purchase price of the product and accordingly any consequential damages or labor costs arising out of a defect are expressly excluded.

This warranty shall not apply to products that have been altered, improperly installed, mishandled or misused. Notice of a defect in writing must be received by Modern Forms™ within (5) years from the date of purchase (or according period of time as outlined by material). Excluded from warranty are all battery backups, and any 3rd party component which carries its own manufacturer's warranty. Note: Modern Forms™ product warranty applies only to purchases from authorized Modern Forms™ distributors. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

ENGINEERING CHANGES: Modern Forms™ retains the right to modify the design and specifications of our products at any time as part of the company's continuous improvement program.