

SPECIALIZED LIGHTING SOLUTIONS, LLC

TERMS AND CONDITIONS

ORDER ACCEPTANCE

SPECIALIZED LIGHTING SOLUTIONS, LLC (SLS) offers to sell and deliver lighting products in accordance with the terms and conditions forth herein. Acceptance of this offer is expressly limited to such terms. SLS hereby objects to and rejects any additional or alternative terms proposed by Buyer, including those contained in Buyer's purchase order, unless SLS expressly agrees to such terms in writing. All orders are subject to credit approval and acceptance by SLS. Credit availability is granted at the discretion of SLS. We reserve the right to refuse to manufacture any item that is not in stock, or in the event that the order is too small to run on a production basis. First orders from new customers are required to place a 50% down payment on order placement. The balance will be due before product shipment.

TERMS OF PAYMENT

If SLS extends credit to Buyer, payment terms shall be due from date of invoice, unless otherwise stated on quotation, or in negotiated written agreement. SLS may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If Buyer fails to make payment when due SLS reserves the right to suspend or cancel performance under any agreements in which SLS has extended credit to Buyer. Suspension of performance may result in scheduling delays. If, in SLS's judgment the Buyer's financial condition does not justify the payment terms specified herein, then SLS reserves the right to terminate this contract unless Buyer immediately pays for all products that have been delivered, and pays in advance for all products to be delivered in the future. Termination in accordance with this clause shall not affect SLS's right to pursue any other available remedies. No deductions from invoices will be allowed without authorization, in writing, from SLS. SLS maintains the right to charge a 15% per month service fee on all past due balances, as well as reasonable collection costs and fees, including, but not limited to attorney, filing fees, and other associated costs of collection. The State of OREGON laws shall be applicable to all suits arising between SLS and the Buyer, and in the event of litigation the venue will be Washington County, Oregon.

PRICING

Prices and specifications are subject to change without notice. If the prices of fuels, metals, raw materials, equipment or other production costs increase significantly, SLS shall have the right, and Buyer shall have the obligation to renegotiate the price of all products not yet shipped. If an agreement is not reached, SLS reserves the right to terminate any unshipped orders without liability.

QUOTATIONS, DATA SHEETS, SPECIFICATIONS

Prices are firm for thirty (30) days unless otherwise specified. All quotes on equals' substituted by SLS require customer approval after submittal of cuts. SLS cannot guarantee approval. SLS is not responsible for misinterpretation. Specifications and dimensions of all products are subject to normal manufacturing tolerances and may change without prior notice. Fixture design and specifications sheets may be updated and or modified as necessary and it is the Buyer's responsibility to obtain from SLS and verify the latest catalog sheets to confirm dimensions, mounting details, knockouts, holes etc. SLS will not be responsible for any costs associated with non-conformity to outdated published material, including merely indicative of what we manufacture. This does not necessarily mean that all items are carried in stock.

LAMPS & MOUNTING HARDWARE

Lamps and mounting hardware, unless specified, are not included in the price of the lighting equipment.

FREIGHT

All pricing issued by SLS is excluding freight. All prices F.O.B. our plant - Portland, Oregon. Normal transportation costs will be prepaid and added to the invoice. Routing is at the discretion of SLS. If the Buyer will assume any additional charges, SLS will ship in the manner selected by the Buyer. Fuel surcharges assessed by the carrier will be passed on to the Buyer. Fuel surcharges are to be paid NET, and are not discountable for any reason. Any additional charges levied by the freight company (i.e. call before, lift gate, residential delivery) will incur additional fees.

DELIVERIES

SLS will not be liable for ANY penalties or back charges resulting from delayed deliveries or installation delays.

TRANSPORTATION

All product is shipped F.O.B. Factory in good condition with title of the merchandise passing to the Buyer upon delivery to the common carrier, regardless of party responsible for charges. For all damages in transit, Buyer is responsible for the timely filing of all claims, and for all storage, handling, notification, COD, redelivery or other charges. The Buyer has responsibility for immediately inspecting goods upon delivery. Visible damage or shortage MUST be noted on the carrier bill of lading at time of delivery. Claims for damages to plastic diffusers must be made within two (2) days of receipt. The sole remedy will be the issuance of a replacement part upon return of damaged goods. Claims for concealed damage must be reported to the carrier within forty eight (48) hours of receipt. In the event of concealed damage, the carrier should be notified immediately and an inspection requested. All damaged goods must be held with packing material intact until the inspection is completed. Any damage or shortage of material must be reported to SLS within forty eight (48) hours of delivery. SLS will not honor any claims submitted beyond that time. Orders quoted with prepaid freight are based on one compete shipment to the destination. Requests for multiple shipments will incur additional shipping charges.

RETURN GOODS

No merchandise may be returned without prior authorization and will be refused at the loading dock if the Return Material Authorization (RMA) Number is not clearly marked on the outside of the carton(s). An RMA Number is valid for fifteen (15) days from the time of issuance only. Material must be shipped prepaid. Refunds will be in the form of credit towards future purchases only. No refund checks will be issued. Material must be received by SLS in good condition within fifteen (15) days of original invoice date. There will be a deduction for freight and the return is subject to a minimum of 75% restock fee as well as a reconditioning charge as necessary. Special finishes, custom orders or factory specials may not be returned.

HOLD ORDERS

Orders marked 'Hold for Release' or 'Hold for Shipping Date' will not be manufactured until a formal release is given. SLS reserves the right to renegotiate pricing at the time of release if the release extends beyond the stipulated time the SLS quotation and or acknowledgement.

CANCELLATIONS

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Any order must be canceled within 72 Hours to avoid a cancellation fee; thereafter a cancellation fee will be applied.

Orders for factory-stocked items may be cancelled prior to shipping with-out charge. All other orders cannot be cancelled unless SLS is reimbursed for work already performed and for necessary material purchased or on order with SLS vendors. If an order is cancelled after shipment, or refused at destination, restocking charges of up to 100% (applies to 'built to order', custom, or non-cancelable items) \warehousing fees, delivery and return costs will be charged to the Buyer.

LIMITED WARRANTY

Unless otherwise stated all material and components manufactured by SLS and used in the manufacture of SLS products are warranted to be free from defects of material and or workmanship for 5 years from date of sale, with the following expectations: Auxiliary Equipment - All auxiliary equipment (such as Lamp Holders, Lamps, Ballasts, LED, Drivers, and Transformers) included in SLS products shall carry the component manufacturer's warranty. All lighting fixtures should be inspected prior to installation. Any missing parts or defects should be reported immediately to SLS prior to installation of the item(s). All lighting products are intended to be installed by qualified licensed electricians. Any defects caused by improper installation, including but not limited to: faulty wire connections, connection to the wrong supply voltage, failure to properly ground units, damage caused by rough handling, and diffusers damaged during installation, are specifically not covered under this limited warranty.

This warranty is null and void if fixtures are installed in an abnormal manner including but not limited to the following: subjected to abnormal stresses such as ambient room temperature or ceiling plenum temperature exceeding 90°F; if the voltage is more than 5% above the rated line voltage for the ballast; if 'insulating blankets' are installed closer than 1" from recessed fixtures sides and tops; if surface units are mounted to low density combustible ceilings, thus causing overheating and ballast failure. Many fixture and ballast types have specific temperature limits as defined by the manufacturer. It is up to the end user to determine suitability for a specific application. Please consult SLS if fixtures are to be installed in areas of extreme high or low ambient temperatures. Some fixtures are intended for suspended installation only to assure proper operation. Failures due to misapplication of product are not covered under any warranty.

This warranty is applicable only to the replacement of defective fixtures or components with positively no labor allowance unless specifically authorized in writing by SLS before work is begun.

Back charges or deductions for unauthorized repairs will not be accepted.

SLS makes no warranty whatsoever-either expressed or implied, with regard to lamps, ballasts, LED modules, Drivers, or specular reflector materials. The respective manufacturers of these products warrant these materials directly to the end user. Further, SLS makes no claim or warranty with regard to minimum useful life or performance of any material or product past the five (5) year limited warranty. Repair or replacement of defective parts|the Buyer's sole and exclusive remedy and the limit of SLS's liability and in no case shall exceed the wholesale purchase price of the product.

Fixture body and diffuser warranty is voided if fixture body/diffuser is in contact with corrosive material. See listing, page 3, of Resistance to Corrosive Substances, for the various fixture materials and corrosive chemicals.

No other claim will be allowed. Under no circumstances will SLS be liable for labor, incidental, or consequential damages in connection with or arising out of the purchase or use of any SLS product.

Any legal claims arising from this limited warranty shall be subject to the laws and jurisdiction of the State of Oregon. This is SLS's sole warranty. No employee or agent of the corporation is authorized to add, modify, or delete it.

WARRANTY:

ELECTRICAL COMPONENTS, DRIVER, LED, AND BALLAST

The components used by SLS are those of recognized manufacturers and are warranted by the respective manufacturer only. Orders calling for specific brand names or models of ballasts will be handled on a quotation basis only. Any claims for defects in electrical components will be directed to the respective manufacturer. Copies of manufacturer's warranties are available upon request. In no event shall SLS accept any back charges or labor invoices without express written consent from SLS prior to any work being performed. Should there be an electrical failure within SLS's one (1) year warranty period, notify SLS immediately and SLS will contact the component manufacturer about the failure. The component manufacturer will in turn notify the end user as to disposition of the problem. Do not proceed with repairs until authorization is received from the manufacturer. The warranty on LED product will only be covered if the fixtures are properly protected with surge protectors and properly installed as per installation instructions provided by SLS.

FIELD SERVICE AND REPAIR

If SLS elects to provide field inspection or repair, it will be done strictly as a courtesy and convenience to the end user. All warranty claims must have the necessary SLS warranty claim documentation as well as photographs of the installed product highlighting the claim and fault. It is the facilities responsibility to identify specific products and locations of products claimed defective, provide safe accessibility to the lighting equipment, including providing ladders, scaffolds, or other equipment necessary, as well as providing adequate protection to prevent damage to a building or its interior, obtaining union or other cooperation regarding free access to the site for field service personnel, and turning power on and off as required. Any field service work will be performed during normal weekday working hours only. SLS reserves the right to supply non-union labor as necessary to provide any warranty related repairs. SLS will not be responsible for any costs incurred in providing access to the lighting equipment.

ELECTRICAL COMPONENTS

All fixtures are wired for 120V, or 277V, or 120/277V, 60 cycle AC operation. Voltage must be specified when ordering. Ballasts with special voltage ratings, or specific test approvals other than U.L., must be specifically ordered for the job. These ballast additions must be added to the cost of the unit. On multi-voltage ballasts SLS will wire to the highest voltage unless specified by the Buyer.

ERRORS, OMISSIONS AND STYLE CHANGES

All catalog and illustrative material from SLS has been carefully proofread. We assume no responsibility if an error or an omission does occur. In the event that a style is changed, or it becomes necessary to use parts or materials other than what is shown in the catalog, SLS reserves the to ship the item closest to the original designation.

CERTIFICATIONS AND AFFILIATIONS: All items are ETL listed.

Mechanics Resistance to corrosive substances

Chemical substance	Methacrylate	Polycarbonate	Glass	Aluminium	Steel	Stainless steel
Acetone	–	–	•	•	•	•
Acetic acid up to 10%	–	Δ	•	–	Δ	•
Arsenic acid up to 20%	•	•	Δ	–	Δ	–
Citric acid up to 10%	•	•	•	Δ	Δ	Δ
Hydrochloric acid up to 20%	•	•	Δ	–	–	–
Chromic acid	Δ	Δ	Δ	Δ	Δ	Δ
Formic acid up to 30%	Δ	–	–	–	Δ	Δ
Nitric acid up to 20%	Δ	Δ	Δ	–	–	Δ
Sulphuric acid up to 30%	•	•	Δ	–	–	–
Seawater	•	•	Δ	Δ	Δ	Δ
Ethanol	–	•	•	•	Δ	Δ
Isopropyl alcohol	Δ	–	•	Δ	Δ	Δ
Ammonia	•	–	Δ	•	Δ	•
Aniline	–	–	•	•	•	•
Petrol	•	Δ	•	•	•	•
Benzole	–	–	•	Δ	Δ	Δ
Bromine	–	Δ	•	Δ	–	–
White lime	•	Δ	–	–	•	•
Diesel oils	•	Δ	–	•	•	•
Sea climate	•	•	Δ	Δ	Δ	Δ
Liquid chlorine (fumes)	–	–	–	•	–	–
Chloroform	–	–	•	•	•	Δ
Calcium chloride	•	•	•	•	Δ	Δ
Ferric chloride	•	Δ	–	Δ	Δ	–
Hexane	•	Δ	•	•	Δ	Δ
Ether	–	–	–	•	•	•
Petroleum ether	•	Δ	–	•	•	•
Ethyl ether	•	–	•	•	•	–
Phenols	–	–	•	Δ	•	•
Glycerine	•	Δ	•	•	•	•
Hydrocarbons	–	–	•	•	•	•
Methanol	–	–	•	Δ	•	•
Silicone oils	Δ	•	•	•	•	•
Food oils and fats	•	Δ	•	•	•	–
Mineral oils	•	–	•	•	•	•
Vegetable oils	Δ	•	•	•	•	•
Diesel oil - naphtha	–	–	•	•	•	•
Ozone	•	–	•	•	Δ	•
Potassium permanganate	•	•	•	Δ	•	•
PVC with plasticisers	–	–	•	•	•	–
Soda	•	•	–	–	–	Δ
Caustic soda	•	–	–	–	–	•
Zinc sulphate	•	•	–	•	Δ	Δ
Aluminium sulphate	•	•	•	•	Δ	Δ
Copper sulphate	•	•	•	•	Δ	Δ
Carbon tetrachloride	–	–	•	•	•	•
Toluene	–	Δ	–	•	•	•
Trichloroethylene	–	–	–	•	Δ	Δ

The table presents only a very general list of existing chemical substances in their various compositions. When using these data, bear in mind that they are the results of laboratory tests and are therefore only valid under the same conditions in which the tests were performed; the data should therefore be considered indicative, and it is advisable to perform tests in their actual usage conditions if practical experience is not available.

Some versions of 3F luminaires are also proposed with laminated glass which, in addition to being resistant to the substances listed above, allows their application in environments with food products or with machines with moving parts, with sudden temperature changes and, in general, in all environments requiring total protection against falling fragments.

The temperature and concentration of a chemical substance may significantly affect its compatibility with materials.

- = resistant
- Δ = relatively resistant, suitability to be evaluated on basis of application
- = not resistant