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### 3. Indemnification

You agree to indemnify, defend and hold harmless TeronLighting.com, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing the Service.

### 4. Third Party Rights

The provisions of paragraphs 2 (Use of the Service), and 3 (Indemnification) are for the benefit of TeronLighting.com and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

### 5. Term; Termination

This Agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 2 (Use of the Service), 3 (Indemnification), 4 (Third Party Rights) and 6 (Miscellaneous) shall survive any termination of this Agreement.

### 6. Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of The United States of America applicable to agreements made and to be performed in The United States of America. You agree that any legal action or proceeding between TeronLighting.com and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in The United States of America. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. TeronLighting.com's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. TeronLighting.com may assign its rights and duties under this Agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.

## TERON TERMS AND CONDITIONS – January 2013

### 1. PRICES

All orders are subject to effective prices and terms of sale in effect on date of shipment and are subject to change without notice, unless otherwise authorized and specified in writing by TERON. Written quotations expire in 30 days from date of quotation (uponwritten credit approval). Prices are subject to change without notice due to the volatile nature of pricing related to purchased integral parts, raw materials and components. Teron reserves the right to adjust pricing due to market reasons. Prices do not include any federal, state or local taxes. A \$7.50 service charge applies to all orders under \$50.00.

### 2. TERMS OF PAYMENT

Terms are Net 30 days on approved credit only. Payment is anticipated before 30 days after invoice date. Any unpaid balance will be assessed at 1.5% interest per month. (18% APR.) Purchaser agrees to pay any and all costs and/or fees incurred by Teron to enforce these terms, inclusive of court costs, finance/interest charges and reasonable attorney fees. Any invoice not paid within TERON terms forfeits any discount.

### 3. FREIGHT

Transportation charges will be pre-paid and added to invoice unless otherwise stated.

- a) \$3,000.00 of material ordered is freight allowed within continental U.S. borders. \$3,300.00 of material ordered is freight allowed for orders shipped into Quebec, Ontario & Manitoba, Canada, with a limit of \$500.00 total freight. Customer pays balance over the \$500.00.(USD)  
\$3,600.00 of material ordered is freight allowed for orders shipped into BC, Alberta, New Brunswick, Nova Scotia, Saskatchewan, Canada with a limit of \$500.00 total freight. Customer pays balance over the \$500.00.(USD)
- b) Order must be paid within terms to maintain free freight status.
- c) TLI has no control over the recipient's location. Freight is charged based on a quote for dock delivery. Construction site, inside delivery, lift gate, or other ancillary charges are not covered under "freight allowed" and will be passed through to the customer.  
A specific case may require the customer to pay the trucking company direct. Charges may range from \$60.00 to \$100.00. i.e., wait time at a construction site.
- d) Teron reserves the right to select origin of shipment, carrier, and routing. If customer specifies alternate routing or source of shipping, customer will assume all additional transportation charges.
- e) Material not in stock when an order is released from "hold for release" will be subject to standard shipping schedules. Freight will be allowed on these shipments if original order meets allowance specifications. Any orders requested in increments or multiple ship dates will be excluded from freight allowed status at TERON'S discretion.
- f) To add additional materials via written purchase order, qualifying for freight prepaid delivery, will be accepted within 5 days of receiving original order or if the original order has not been shipped or staged for shipping.
- g) Any premium freight charges such as next day air freight or other special freight requests are at the purchaser's request. TERON will require the customer's shipping or account number in writing for appropriate carrier to provide the above mentioned special services.
- h) All purchase orders are considered separate unless authorized by Teron.
- i) Lamps and ballasts bought as components are exempt from free freight terms.
- j) All orders from Kichler Lighting or Volume International carry the same freight terms as Teron BUT cannot be combined with any Teron orders because the Kichler or Volume product is not stocked at Teron.

### 4. DELIVERY

TERON's delivery date is our best approximation of the shipping date and shall not be deemed to represent a fixed or guaranteed shipment date. TERON will not be liable for late delivery and/or inability to perform caused by any contingency beyond its control. This includes but is not limited to; inability to obtain materials essential to the manufacture of products, failure of transportation source to perform accordingly, fire, flood, strikes, disaster and accident. Unauthorized back charges will be deducted from agent's commission.

### 5. CLAIMS FOR LOSS OR DAMAGE & DISPUTES

All TERON products are carefully inspected, tested and packed, before leaving TERON'S facility in proper condition. "Risk of loss" passes to the buyer once product leaves TERON'S facility. The buyer has the assigned responsibility for immediately inspecting the received product upon delivery. If upon inspection any merchandise is delivered in damaged condition or cartons are missing, it must be noted on all papers signed by the receiver. If unreported or concealed damages are noticed after the delivery, the carrier should then be contacted by telephone or fax. The customer must file a claim for loss or damage within 15 days of receiving merchandise. The buyer must make all claims for damage or loss, directly to the carrier. Credit cannot be issued for damage claims that are not properly substantiated with supporting documentation received by TERON within the acceptable 15-day window or according to the specific carrier's guidelines. Disputes with carriers regarding damages do not relieve the buyer's obligation to pay the full amount of TERON'S invoice within terms.

#### ARBITRATION & VENUE

In the event of a dispute between TLI and Customers pertaining to orders placed, such dispute shall be resolved by binding arbitration in accordance with the applicable arbitration rules in the state of Ohio. Any lawsuits filed against TLI must be filed at TLI's principal place of business in Butler County, Ohio. Trial by jury is hereby also waived.

### 6. WARRANTY

TERON warrants all products to be free from defect in manufacturing, under normal and proper storage, installation and use, for a period of one year excluding lamps. The one year warranty is from date of invoice, not installation. TERON must be notified in writing of the alleged defect within the warranty period. On all LED non-landscape product TLI has a five year warranty against defects in materials and workmanship. TLI has a five year warranty on LED lamps and drivers for defects resulting in a fixture lumen depreciation of 30% or greater. If 10% of the individual LEDs (light sources) should fail within five years of shipment, TLI will, at its sole discretion, ship a repaired fixture or replacement fixture. The LED warranty does not cover failures due to abnormal site conditions. These abnormal conditions include, but are not limited to under/over voltage, under/over current, or excessive ambient temperatures. TERON reserves the right to either repair, replace, or issue credit on defective

product at TERON'S discretion. Distributor & contractor have no say in this decision. Any product returned to TERON must have an authorized return number (RGA) or it will be refused. TERON further reserves the right to refuse a warranty request if a product(s) have been altered or improperly installed in applications for which it was not intended. TERON may also require an inspection of product(s) for a warranty to be honored. TERON is not responsible for labor costs in connection with the installation, removal or replacement of warranted products, be it component, part, or complete unit or for any consequential damages. In no event and under no circumstances shall TERON be liable to the purchaser or to any other person or party for any indirect, special, consequential or incidental losses or damages, including without limitation, loss profits. "Person or Party" shall include, without limitation, any individual, sole proprietorship, partnership, corporation or other entity. Any monies paid must first be first approved by TLI and TLI will issue a PO for agreed services. Any charges for labor, rental equipment or back charges submitted without prior approval will be considered null in void. EM battery backup warranty covers only properly installed EM ballasts used under normal conditions as required by EM ballast manufacturer. EM battery units have specifications regarding high & low temperatures. The UL/ETL/CSA rating may also be affected depending on the fixture. TLI will not assume responsibility for misapplication of product usage.

#### **7. SPECIFICATIONS & CUSTOM**

TERON reserves the right to continually enhance its products, discontinue or change specifications or unit price without notice or obligation. As a lighting professional, the customer takes full responsibility for ordering all products correctly. Refer to the catalog or call the factory / representative with any questions to order fixtures correctly. Customer will incur any costs incurred by Teron for any changes to a custom or modified fixture after production begins on original specification. A deposit of 25% to 50% is required on custom fixtures and certain modifications. All multi-tap ballasts will be wired 277 volt unless specified voltage is on marked on purchase order.

#### **8. CANCELLATIONS**

An order may be cancelled by the purchaser in writing only. A verbal order cancellation will not be accepted. Customer is responsible to reimburse TERON for any materials, production, shipment, and restocking expense incurred from cancellation.

#### **9. RETURN GOODS AUTHORIZATION (RGA)**

- a) Merchandise may be returned only with the authorization of the factory, which will be obtained through the local manufacturer's representative. If authorized, returns are subject to TERON'S standard restocking charge of 45%. Teron must receive a purchase order for any restock charge before an RGA will be issued. Credit will be issued only after inspection and acceptance of the returned products by TERON.
- b) Merchandise must be properly packaged and undamaged. Merchandise received not in saleable condition will be subject to additional charges or total refusal. Credit will be allowed only for the actual quantity of items returned. The buyer must pay for shipping to TERON unless authorized otherwise.
- c) It is the customer's responsibility to make sure product is packed correctly for shipment even if it is defective. Damage to products caused by shipping without proper packing materials will result in total credit denial. Any shortage of components — i.e. lamps and lenses will automatically result in total credit denial unless authorized by Teron. Customer will have one week from notice of credit denial to request merchandise be returned at customer's expense. If customer does not respond within one week, merchandise will be handled per Teron's discretion, and product will no longer be available to the customer.
- d) Merchandise will not be authorized for credit after 60 days from date of invoice, not installation. TLI agent will call for RGA number once the approved fixtures are totally ready to be shipped to Teron. All returns must be received within authorized time or the RGA will be cancelled and refused.
- e) Custom or modified fixtures are not eligible for return unless defects are proven to be TERON'S responsibility.
- f) No checks or funds will be issued to clear merchandise credits. Merchandise credits will terminate one year from date of issue.

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My TLI



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