

TERMS AND CONDITIONS

GENERAL: All orders are subject to acceptance of the Home Office of the company in New York. Title to merchandise passes to the purchaser upon delivery to the carrier (unless our own trucks) regardless of whether-or-not transportation charges are paid or allowed by the company. All orders are accepted contingent on our ability to secure necessary materials and labor. We do not assume responsibility for incomplete or delayed execution of orders. In the case of any special equipment described by catalog numbers which do not appear in our price guide, we reserve the right to quote and sell only to the distributor who led us to develop this design for his customer.

TERMS: 1% 10 Days Net 30 Days for credit approved open accounts. There will be a \$10.00 handling charge added on orders totaling less than \$100.00 net.

PAST DUE ACCOUNTS: SUBJECT TO A SERVICE CHARGE EQUAL TO 1/2% PER MONTH, BUT IN NO EVENT HIGHER THAN PERMITTED BY APPLICABLE LAW. In addition to such late payment service charges, costs and expenses associated with collection of past due amounts, including reasonable attorney's fees, shall be added to amounts past due.

DELIVERY: All shipments F.O.B., New Windsor, NY with surface freight allowed as follows (based on selling price value of individual shipments).

Overnight shipments are not allowed regardless of value and carrier account numbers must be supplied.

Partial releases or shipments processed at the customers request will be subject to these same allowances:

Manhattan \$ 3,000.00 or more

East of Mississippi River \$ 3,500.00 or more

West of Mississippi River \$ 5,000.00 or more

For shipments of \$5000.00 or more to AK or HI, freight will be allowed to the West Coast. Freight from the West Coast to the final destination will be charged.

For shipments to CN

Ontario East US \$ 3,500.00 or more

Manitoba West US \$ 5,000.00 or more

CN allowances are subject to change subject to currency fluctuation.

IMPORTANT:

Freight allowances apply only to the base freight charges from the carrier. Any additional or extraordinary charges are not allowed and will be invoiced. This includes, but is not limited to, the following extra charges:

- call before notification - early AM delivery
- lift gate - residential/church delivery
- pallet jack - re-consignment fees
- fuel surcharge - local difficult delivery surcharges

These are project specific charges over which we have no control and, as such, are not incorporated in our pricing

SHORTAGES/DAMAGES

I.C.C. regulations state that all claims for SHORTAGES and DAMAGES (both visible and concealed) must be entered against the carrier within 15 days from receipt of shipment. Absolutely no claim will be allowed beyond 15 days. In case of loss of damage in transit, consignee must make all claims with delivering carrier within normal time limits established by the I.C.C. We suggest immediate inspection of goods when received, and prompt filing of claims in case of breakage

RETURNS POLICY: All sales are final. However, in some cases returns may be allowed within 90 days after original shipment date. No products will be accepted for return without our written approval and unless accompanied by a properly authorized written Return Authorization Request' initiated by an appropriate USAI Employee. Return freight must be pre paid. For non-special or non-custom products accepted for return a credit will be issued at the price invoiced, from which will be deducted the expense for return transportation (if not prepaid) and a minimum restocking charge of 50% of the invoice value. Material returned without authorization will be accepted with no credit issued. Products appropriately returned for defects in material and workmanship, or error in shipment will be accepted for full credit without service charge. Special or custom-made products including units that are modified from standard units cannot be returned for credit. Orders with an invoice value of less than \$100.00 are not subject to return.

TERMS AND CONDITIONS - Cont'd

WARRANTY AND EXCLUSIVE REMEDY: USAI products, when properly installed and under normal conditions of use, are warranted to our customers only to be free from defects in material and workmanship at time of shipment. All warranty claims must be asserted within one year from date of shipment of the subject items; thereafter warranty claims will not be honored. Customer's sole remedy for a warranty claim or otherwise shall be limited to repair or replacement of the subject product if it is shown to have been defective in material or workmanship at time of shipment. USAI's sole and maximum liability for a defective product shall never exceed the cost of the subject product. Except for such warranty and exclusive remedy as stated, (and the express warranty of title), we disclaim all other warranties, whether expressed or implied and specifically disclaim the implied warranties of merchantability and fitness for a particular purpose. In no event shall we be liable to customer in warranty, contract negligence, strict liability or otherwise, for any damages, whether incidental or consequential which are alleged to be caused by one or more of our products, beyond the cost to the customer of subject products or products. Therefore, the customer's sole and exclusive remedy against us for breach of warranty, breach of contract or in negligence or in strict liability or otherwise shall be limited to repair or replacement of the subject product at our option (excluding installation and removal charges which shall not be our liability) or, if we choose, refund the purchase price. Warranty does not pass the purchaser until payment is received in full. In no case does our warranty and exclusive remedy extend to anybody other than our customers. Our customers are not authorized to extend warranties or remedies on our behalf to anyone. Such unauthorized extensions of warranties or remedies by the customer shall remain in customer's responsibility. Customer is responsible for determining the suitability of our products for customer's use or resale, or for incorporating them into objects or for application which customer designs, assembles, constructs or manufactures. All HID and fluorescent ballasts, dimming ballasts and energy ballasts are covered under separate manufacturer warranties and subject to their own warranty policies.

TRANSFORMER NOISE: We accept no responsibility for transformer noise when used with dimming systems.

ERRORS: While great care is expended in the preparation of all printed literature, we will not be responsible for clerical or typographical errors.

CHANGES IN SPECIFICATIONS: USAI, LLC reserves the right to make engineering or dimensional changes with no prior notification and will not be obligated to modify fixtures manufactured prior to these changes. Please check our website www.usaillumination.com for any changes in specification which may have been made.

CANCELLATION: If Standard products are cancelled within 24 hrs of order receipt and the order has not shipped there is no charge. If standard products are cancelled after 24 hrs of receipt of order a 25% fee will apply. Modified or custom orders are not subject to cancellation.