

LIGMAN LIGHTING USA

TERMS AND CONDITIONS

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ORDER ACCEPTANCE

LIGMAN LIGHTING USA (LIGMAN) 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. LIGMAN hereby objects to and rejects any additional or alternative terms proposed by Buyer, including those contained in Buyer's purchase order, unless LIGMAN expressly agrees to such terms in writing. All orders are subject to credit approval and acceptance by LIGMAN. Credit availability is granted at the discretion of LIGMAN. 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 LIGMAN extends credit to Buyer, payment terms shall be due from date of invoice, unless otherwise stated on quotation, or in negotiated written agreement. LIGMAN 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, LIGMAN reserves the right to suspend or cancel performance under any agreements in which LIGMAN has extended credit to Buyer. Suspension of performance may result in scheduling delays. If, in LIGMAN's judgment the Buyer's financial condition does not justify the payment terms specified herein, then LIGMAN 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 LIGMAN's right to pursue any other available remedies. No deductions from invoices will be allowed without authorization, in writing, from LIGMAN. LIGMAN 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 LIGMAN 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, LIGMAN 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, LIGMAN 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 LIGMAN require customer approval after submittal of cuts. LIGMAN cannot guarantee approval. LIGMAN 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 specification sheets may be updated and or modified as necessary and it is the Buyer's responsibility to obtain from LIGMAN and verify the latest catalog sheets to confirm dimensions, mounting details, knockouts, holes etc. LIGMAN will not be responsible for including merely indicative of what we manufacture. This does not necessarily mean that all items are carried in stock.

LAMPS & MOUNTING HARDWARD

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

FREIGHT

All pricing issued by LIGMAN 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 LIGMAN. If the Buyer will assume any additional charges, LIGMAN 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.

TRANSPORTATION

All products are 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 LIGMAN within forty-eight (48) hours of delivery. LIGMAN will not honor any claims submitted beyond that time. Orders quoted with prepaid freight are based on one complete shipment to the destination. Requests for multiple shipments will incur additional shipping charges.

Once the order has been processed, Ligman will not accept cancellations due to possible delays in shipping, and all other instances that can be attributed to force majeure.

RETURN GOODS

No merchandise may be returned ten (10) days after invoicing and without prior authorization, it 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 ten (10) 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 LIGMAN in good condition within ten (10) days 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 reconditioning charge as necessary. Special finishes, custom orders, factory specials or fixtures with traditional lamp sources may not be returned.

SAMPLES/MOCK UPS

All LIGMAN sample orders must be sent in at \$0.00 pricing with a 90-day return policy \$0 Samples are for Standard product only. All LIGMAN mock up orders must be sent in with pricing at a 30% discount rate with 0% commission. Mock ups are to be paid for and kept. No returns. Factory Special samples are 20% discount rate with 0% commission No returns. Returned samples that have been installed or damaged will be treated as mock up samples and will be charged for.

HOLD ORDERS

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

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CANCELLATIONS/PRODUCT CHANGES

Any order must be cancelled within 72 hours to avoid a cancellation fee, thereafter a cancellation fee will be applied.

Orders cannot be cancelled unless LIGMAN is reimbursed for work already performed and for necessary material purchased, or on order with LIGMAN 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-cancellable items) warehousing fees, delivery and return costs will be charged to the buyer.

Changes to orders must be made within 24 hours upon confirmation of our sales order. If changes need to be made after 24 hours of the sales order confirmation a change order fee may apply.

In the event of an order change, a 30% charge will be applied. The amended change must be confirmed within 3 days from original receipt of release order.

If no change orders have been received within 24hrs of the sales order confirmation and specification sheet, this order will be released into production as per the confirmation and specification sheet.

If the order is cancelled, a cancellation/restock charge of 75% shall be applied.

LIMITED WARRANTY

Unless otherwise stated all material and components manufactured by LIGMAN and used in the manufacture of LIGMAN products are warranted to be free from defects of material and or workmanship for 5 years from the date of sale, with the following expectations; Auxiliary Equipment - All auxiliary equipment (such as Lamp Holders, Lamps, Ballasts, LED, Drivers, and Transformers) included in LIGMAN 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 LIGMAN prior to 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 unites 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 LIGMAN 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 LIGMAN before work is begun.

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

LIGMAN makes no warranty whatsoever either expressed or implied, with regards to lamps, ballast, LED modules, Driver, or specular reflector materials. The respective manufacturers of these products warrant these materials directly to the end user. Further, LIGMAN 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 LIGMAN's liability and in no case shall exceed the wholesale purchase price of the product.

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

Any legal claims arising from this limited warranty shall be subject to the laws and jurisdiction of the State of Oregon. This is LIGMAN'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 LIGMAN 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 LIGMAN accept any back charges or labor invoices without express written consent from LIGMAN prior to any work being performed. Should there be an electrical failure within LIGMAN's one (1) year warrant period, notify LIGMAN immediately and LIGMAN 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 LIGMAN.

FIELD SERVICE AND REPAIR

If LIGMAN 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 LIGMAN 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 the 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. LIGMAN reserves the right to supply non-union labor as necessary to provide any warranty related repairs. LIGMAN will not be responsible for any costs incurred in providing access to the lighting equipment. LIGMAN will not be responsible for damages or failures due to misapplication of fixture installation.

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 LIGMAN will wire to the highest voltage unless specified by the Buyer.

ERRORS, OMISSIONS AND STYLE CHANGES

All catalog and illustrative material from LIGMAN 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 show in the catalog, LIGMAN reserved the to ship the item closest to the original designation.

CERTIFICATION AND AFFILIATIONS:

All items are ETL listed.