



TERMS AND CONDITIONS OF SALE

Prices: Prices are subject to change without notice. In the event of price increases, all orders on hand will be filled at the lower prices provided such orders are released for shipping prior to price increase. If the orders are not released for shipment prior to price increase, the orders will be subject to the prices and terms of sale in effect on date of shipment. All quotes, oral or written, are valid for thirty (30) days for the date of quotation unless indicated otherwise. **The minimum order amount is \$200.00. Any order product discount is void and collectable if LEI invoice terms are not met. Any prompt payment discount term is subject to terms of the LEI invoice. See invoice for details.**

Terms of Payment: Payment by the Purchaser shall be made within a maximum period of thirty (30) days after the date of the invoice unless otherwise noted in writing. In the event an invoice becomes past due, Lighting Etc., Inc. (LEI) reserves the right to charge the Purchaser a **1.5% interest fee on all orders 90 days past due will accrue monthly until paid in full. See LEI invoice for details.**

Taxes: Purchaser has responsibility for paying and reporting all applicable taxes levied or based because of the purchase price or the acquisition, ownership, license or use of the product or services.

Freight Allowance: Purchase orders totaling \$ 3,000.00 net or above qualify for a freight allowance. However, freight allowance is not applicable to any Quick Response order. Any purchase orders that meet freight allowance will be shipped F.O.B. Origin, freight prepaid and allowed or as otherwise agreed to in writing by LEI. For all orders that qualify for freight allowance, LEI reserves the right to select the carrier and method of shipment and to route shipments at LEI's discretion. LEI will ship in the manner selected by the Purchaser provided Purchaser assumes any additional transportation costs. Any orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and add or as otherwise agreed to in writing by the customer.

Transportation Claims: All freight is FOB – Pearland, TX. Title and risk of loss passes to Purchaser upon delivery of products by LEI to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of Purchaser. Bill of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from Purchaser to LEI.

Delivery: All purchase orders should include complete shipping instructions. LEI reserves the right to ship as seems advisable to LEI unless specific instructions are given in writing. LEI will use reasonable efforts to meet delivery dates, but such dates are deemed approximate and LEI shall be allowed a reasonable variance from all such dates. LEI will also only ship to a singular address per individual customer purchase order.

Special Customer Requests: Freight appointments, Customer "call-ahead" notifications and other special requests will incur a charge of not less than \$75.00 as needed. All orders, regardless of dollar amount.

Force Majeure: LEI shall not be liable for delays or inability to perform due to strikes, labor disputes, lockouts, fire, flood, war, declared or undeclared, insurrections, riots, acts of nature, embargoes by foreign nations, inability to obtain or unusual delays in obtaining materials, shortages of power needed to operate plants, governmental regulations or priorities, or any other cause beyond the control of the Company. In case of any delays in receipt or shortages of materials or shortages of power needed to operate plants, LEI reserves the right in its sole discretion to determine the assignment of materials and the order of priority in filling purchase orders. LEI also reserves the right in its sole discretion to cancel orders by written notice in the event it believes that by foregoing it will not be able to meet the scheduled completion date.

All orders are accepted subject to governmental regulation on material usage, whenever applicable. Laws and building and safety codes governing the design and use of lighting application products vary widely. LEI does not control the selection of product configurations and assumes no responsibility therefore.

Cancellation and Change Charges: In the event of order cancellation there will be a cancellation charge of the costs incurred up to time of cancellation. **No order will be allowed to be cancelled once production has begun. Orders not in production will incur at a minimum, a charge of 20%. LEI reserves the right to make a charge at levels commensurate with the value of products or services rendered.**

Returned Material: LEI will not accept any material returned to us unless such return has been previously authorized in writing. Customer must notify LEI within **NINETY (90)** days of receipt of material. If LEI is not notified within (90) days, material is not returnable. Customer must return material within (30) days of written notification from LEI. Material returned under such authority will be subject to our regular inspection. If returned material is found saleable without requiring reconditioning or further work, credit will be issued in the amount invoiced less handling charge of 25% returned material charge or \$ 100.00 net whichever is greater. No credit will be issued for goods produced to order, or for goods received more than thirty (30) days after authorization to return. All shipping charges for return are the responsibility of the Customer.

Inspection: No claims due to errors or shortages or rejection because of defects ascertainable on visual inspection will be allowed unless such errors are reported to LEI within ten (10) days after receipt of shipment.

Warranty: See LEI Statement of Limited Warranty for complete warranty details. LEI is not responsible for lamps broken or becoming unseated during transit.

Installation: LEI hereby disclaims all liability for, and is not responsible or liable for, any damages or costs that may result from improper installation of its products. It is the responsibility of the customer purchasing a LEI product to ensure that the LEI product is installed properly and in accordance with LEI's printed instructions. This is retained even though the product may be resold for installation by some party other than



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purchasing customer. The purchasing customer will be liable to LEI for all damages and costs that result from improper installation, regardless of who performs the installation.

Limitation of Liability: The total liability of LEI on any and all claims of any kind whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, LEI's sale, delivery, resale, repair, or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period.

IN NO EVENT SHALL LEI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICES OFFERINGS OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

Choice of Law; Consent of Jurisdiction: These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of Texas, USA, without regard to such state's law related to choice of law. Any State or Federal Court in Brazoria County, Texas shall have jurisdiction over any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale.

General: Unless otherwise specifically agreed in writing by an authorized representative of LEI, any different or additional terms and conditions proposed by any purchaser in a purchase order, response to a quotation or other proposal, are hereby rejected by LEI and shall not be incorporated into any other or other agreement for the sale of LEI products, services or service offerings. Purchaser's assent to these Terms and Conditions of Sale shall be conclusively presumed from the purchaser's acceptance of all or part of any products, services or service offerings ordered. If an authorized representative of LEI has acknowledged purchaser's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, such acceptance is expressly made conditional on purchaser's assent solely to these Terms and Conditions of Sale which shall form part of the acknowledgement, and acceptance or authorized resale by purchaser of any products of services shall be deemed to constitute such assent. If any quotation or other document of LEI is deemed to constitute an offer to purchaser, purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale. The Terms and Conditions of Sale, together with any warranty statement by LEI, constitute the entire sales agreement between LEI and purchaser, unless they are made part of a written agreement between LEI and purchaser. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Sale. LEI objects to and rejects any terms between purchaser and any other party, and no such items, including but not limited to any government regulations of "flow-down" terms, shall be a part of or incorporated into any order from purchaser to LEI, unless agreed to in writing by an authorized representative of LEI. These Terms and Conditions of Sale supersede all those published or issued previously by LEI. All orders are subject to final acceptance by LEI and credit approval. LEI will not accept orders that require customer-furnished components, unless agreed to in writing by an authorized representative of LEI. LEI price shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted purchase orders.

Lighting Etc., Inc. (LEI) reserves the right to change these Terms and Conditions of Sale at any time without notice.

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