

PAYMENT TERMS:

Net 30 days from date of invoice.

FOCAL POINT

QUOTATIONS:

The prices shown in Focal Point's price list or any order acknowledgement are prices prevailing at the present time. Focal Point reserves the right to change such prices at any future date. Unless otherwise specifically provided in writing, orders will be billed at prices prevailing at time of shipment.

Prices issued by a written standard quotation are firm for 30 days from date of quotation. Purchase orders received and acknowledged within this 30 day period will be price protected for shipment within 90 days from the date of the order.

Prices issued by a written non-standard quotation authorized by Focal Point's Home Office or Agent may offer price protection for a different period of time.

Releases for shipments beyond the price protected period (standard or non-standard) will be increased in price at the rate of 1% per month.

Additions to orders already processed shall be considered separate orders and shall be priced accordingly.

All prices are subject to additional federal, city, and state taxes, if applicable, unless appropriate exemption certificate is on file at Focal Point's Home Office.

All fixtures are sold without lamps, unless otherwise specified. When lamps are installed by Focal Point, they are installed for the convenience of the customer and Focal Point assumes no responsibility or liability whatsoever for damage or looseness of such lamps which may occur in transit.

MINIMUM ORDERS:

Orders for less than \$500 will not be accepted. These minimums do not apply to parts and replacement orders for lenses and louvers.

PURCHASE ORDERS:

The acceptance of the Buyer's purchase order is contingent upon written acknowledgement by Focal Point at its Home Office in the form of a letter or printed acknowledgement.

The acceptance of Buyer's order is expressly made conditional upon Buyer's assent to the terms and conditions stated herein and in Focal Point's printed acknowledgement. Focal Point agrees to furnish the merchandise covered by its price list only upon such terms and conditions. In the absence of any written notification to the contrary; and by virtue of the issuance of a purchase order, Buyer shall be deemed to have accepted terms and conditions as stated herein and in Focal Point's acknowledgement. If there is any inconsistency between the terms and conditions stated herein and in Focal Point's acknowledgement, the terms and conditions contained in the acknowledgement shall control. Focal Point's failure to object to provisions contained in Buyer's forms shall not be deemed a waiver of the provisions of Focal Point's terms and conditions.

Cancellation of any order prior to release will result in a 25% cancellation charge. No order may be cancelled after release.

SPECIFICATIONS; VARIATIONS; ERRORS:

Merchandise will be shipped in accordance with the standard styles and sizes as described in Focal Point catalogs or, if special or made to order, in accordance with Focal Point drawings and specification sheets.

In the event of a conflict between a customer's written order and a Focal Point drawing or specification sheet marked approved, the Focal Point drawing or specification sheet shall prevail.

Focal Point reserves the right to change details of design, materials and finish in any way that will not alter installed appearance or reduce function and performance.

Every effort is made to avoid errors in catalogs, price sheets, specification sheets and other data. Focal Point will not accept responsibility for labor charge backs in connection with errors of measurements, prices, descriptions, etc.

Focal Point will not be bound by general or blanket instructions not contained with Buyer's order. Each transaction must be accompanied by full instructions on the order itself.

Orders containing such phrases as all material to be supplied as per project plans and specifications, etc., are subject to separate written acceptance by Focal Point.

SPECIAL ITEMS:

Orders for special items are not cancelable except on payment for work performed.

PACKAGING:

Method of packaging is at Focal Point's option.

If Buyer requires light shielding components to be delivered separately from the fixtures, then charges for additional packaging, handling, and delivery shall be added to the price of the fixture.

Export packaging may be charged as an extra.

DELIVERY AND TRANSPORTATION:

All merchandise is sold, and all shipments are made, F.O.B. the factory of Focal Point.

When a \$5000 distributor net price order is accepted (overage not included) for shipment at one time, domestic freight will be prepaid with no charge to the customer in the Continental United States. For shipments to Alaska and Hawaii, freight will be prepaid to the West Coast only, collect beyond. In all other cases, domestic freight will be prepaid and charged. Foreign freight methods vary.

Focal Point will use its discretion in routing all shipments, and reserves the right to select carrier and truck size. If any shipment made in accordance with Buyer's instructions shall incur additional labor or carrier costs, such costs shall be paid by Buyer as invoices are rendered. If lift gate or union driver is required, additional charges will apply.

The shipment date mentioned on our order acknowledgement, if any, is Focal Point's best approximation of the probable shipment date and is not a fixed or guaranteed shipment date. Shipment of merchandise is subject to any and all delays due to any condition or happening whatsoever beyond Focal Point's control, including but not exclusive of strikes, fires, riots, wars, acts of God, inability to obtain materials, governmental regulations or other conditions. Focal Point shall not be responsible for any damage or loss resulting, whether directly or incidentally, from delayed shipments or its inability to ship as above.

Focal Point reserves the right to make shipment in installments unless otherwise expressly stipulated in the order acknowledgement. All such installments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in shipment of any installment will not mitigate Buyer of its obligation to accept remaining shipments.

Focal Point reserves the right to refuse to make direct shipments to destinations outside Buyer's regular service area(s).

PAYMENT:

Buyer shall make payments as specified herein and Focal Point may suspend shipment or delivery until such payments are made.

Focal Point reserves the right to charge a service charge of 1-1/2% per month, but not in excess of any lawful rate, if Buyer is delinquent in payment of invoices.

If, in the opinion of Focal Point, the financial condition of Buyer becomes impaired or unsatisfactory, Focal Point may at any time limit or cancel the credit of Buyer and, before delivering additional goods to Buyer, require Buyer to pay in cash for such goods and to pay for goods theretofore delivered. Failure by Buyer to make any such payments within 10 days after demand in writing shall constitute a breach of this agreement by Buyer. Approval of credit of one or more deliveries shall not be deemed a waiver hereof.

If any shipment made in accordance with Buyer's instructions is refused for whatever reason, Buyer shall be responsible for payment of such merchandise, in accordance with the terms hereof, as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for reasonable storage, handling and delivery charges and shall pay such charges as invoices are rendered.

Focal Point shall be entitled to reimbursement for all costs and expenses (including reasonable attorneys' fees) incurred by it in connection with collection of any amounts for goods sold in the event payment therefore shall not be made when due.

If Buyer notifies Focal Point not to deliver merchandise after such merchandise has been produced by Focal Point in accordance with the terms of sale or Buyer's prior instructions, then Buyer shall pay reasonable storage charges until such merchandise is delivered and accepted.

SECURITY INTEREST:

Focal Point shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) has been paid by Buyer. In the event Buyer shall default in payment of the purchase price, Focal Point shall have the right, in addition to and not exclusive of any other rights it may have under the Uniform Commercial Code or otherwise, to enter upon the premises where the goods are located and retake possession thereof, without notice, free from any claims of Buyer. At the request of Focal Point, Buyer will join Focal Point and any assignee of Focal Point in preparing, executing and causing to be filed and all financing statements pursuant to the Uniform Commercial Code. Buyer hereby authorizes Focal Point and any assignee of Focal Point to file a financing statement signed only by Focal Point or such assignee in all places where necessary or appropriate to perfect any security interest which Focal Point or such assignee might be deemed to have in all jurisdictions where such authorization is permitted by law.

LIMITED WARRANTY:

Focal Point warrants that its products (other than ballasts) are free of defects in workmanship and materials. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Focal Point, at its sole option, will repair or replace, F.O.B. our factory, freight prepaid any Focal Point product (other than ballasts) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Focal Point and is limited to ONE YEAR from date of shipment. Focal Point reserves the right to determine whether to repair or replace. No charge back, or charge for labor or material, that does not have Focal Point's prior written approval will be honored, accepted or paid by Focal Point. Focal Point will not be responsible for any consequential or incidental damages in connections with any breach of its aforementioned warranty.

Ballasts are covered by separate ballast manufacturers' warranties. Focal Point does not make any warranties whatsoever as to ballasts and will accept no responsibility or liability whatsoever therefore.

No agent, employee or representative of Focal Point has any authority to bind Focal Point to any affirmation, representation or warranty concerning goods sold by Focal Point and, unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in Focal Point's acknowledgement or Buyer's purchase order, or in standard printed materials provided by Focal Point, it does not form a part of the basis of any bargain between Focal Point and Buyer and shall not in any way be enforceable by Buyer.

CLAIMS AND ADJUSTMENTS:

Claims for shipping errors or merchandise defects will be waived unless made in writing to Focal Point and within 30 days after receipt of merchandise.

Focal Point's sole responsibility and obligation in the event of defective merchandise shall be limited to the repair or replacement of the merchandise, at Focal Point's option, at its own cost and expense, and Focal Point shall not be responsible for any other damage or loss which may be sustained or claimed.

Claims for shortages, losses and apparent or concealed damages sustained in transit shall be made by Buyer with the carrier.

Upon request, Focal Point will provide evidence of goods turned over to a carrier, but reserves the right to charge a reasonable fee for all proof of delivery requests.

RETURNED GOODS:

Requests to return non-defective merchandise must be made within 90 days from date of shipment and is subject to a minimum 50% restocking charge.

Only regular items in the current line are returnable. Special, made-to-order, or discontinued merchandise is not subject to return.

Material with invoice value of \$1000 or less is not subject to return.

Returns of orders drop-shipped to job site will be limited to 10% of the original order.

All returned goods must be accompanied by a Returned Goods Authorization (R.G.A.) issued by Focal Point.

Merchandise must be returned in the original factory sealed cartons in saleable condition.

Returns must be made freight prepaid within 45 days of the date of Focal Point's issuance of the R.G.A.

All merchandise returned is subject to inspection. Unsaleable and damaged merchandise will be credited at salvage value or less costs of repairs.

Focal Point reserves the right to issue credit at prices prevailing at time of shipment, or time of return, whichever is lower, less the specified restocking charge.

GENERAL:

All additions, deletions or other changes to or in an order are subject to the aforementioned terms and conditions. Possession of a price list is not in itself an offer to sell.