

### Indessa Lighting Terms and Conditions of Sale

Terms of Sale: 30 Days Net, F.O.B, Indessa Lighting Factory, Spokane, WA. Minimum order of \$75.00. **Lamps are not included unless specifically ordered.** All delinquent accounts will be charged 1.5% per month, 18% per year. No quotation, order of acknowledgement, and no provisions of any terms and conditions of sale can be changed or altered in any respect except as specifically agreed to in writing by an officer of Indessa Lighting.

Orders: All purchase orders are subject to acceptance and acknowledgement by Indessa Lighting. We will rely on customer's orders as being accurate and complete in every detail, as well as authorized and endorsed. All orders must be placed on and confirmed on the customers order form. Upon the acceptance of any order, we will not be responsible for conforming to any plans and specifications unless they accompany the original order and are accepted as such. All orders taken by the sales representative shall be subject to acceptance by Indessa Lighting. Specifications either contained in Indessa Lighting's catalog, promotional literature or special application drawings are subject to change without notice and without liability to Indessa Lighting. Indessa Lighting reserves the right at all times to reject any order, whether because of the unsatisfactory credit rating of the customer, or for any reason whatsoever.

Shipping Dates: Acknowledged shipping dates are Indessa Lighting's best approximation of the probable shipping date and shall not be deemed to present a fixed or guaranteed date. Indessa Lighting shall not be responsible for any damages, penalties or labor charge backs resulting from delayed shipments or from its inability to ship by the acknowledged shipping date.

Freight Terms: Indessa Lighting will pay for freight charges on all merchandise shipped within the Continental United States, on orders of \$2500.00 or more. Although Indessa Lighting will comply with special carrier requests when practical, we reserve the right to make the final selection for all shipments. Indessa Lighting's responsibility for the product in question ceases upon acceptance of merchandise by the carrier. All claims for loss or damage during shipment must be made by consignee against carrier. Indessa Lighting will not pay for drop shipments outside distributors sales area or for Air Freight.

Return of Goods: No material may be returned without written authorization from Indessa Lighting. All returned goods are subject to prior approval and must be accompanied by a Returned Goods Authorization (RGA) number. This number can only be obtained from the local manufacturers representative and can only be issued from Indessa Lighting. At the time of authorization an estimate and only an estimate of the amount of credit for the return of the merchandise will be given. Final credit of material will be determined once the material is received by Indessa Lighting. Customer returning the merchandise must pay for the return shipment. All material must arrive in its original operating condition and no credit will issued for damaged material. No material will be issued for credit after 60 days from date of shipment. Custom product and modified product will not be accepted for a return.

Cancellation of Orders: All cancellations must be made in writing. Released standard product orders cancelled within 4 weeks of acknowledged shipping date may be subject to a 50% cancellation fee. No custom or modified orders may be cancelled after the release of the order.

Consequential Damage/Components: Indessa Lighting is not liable for any damage of any kind resulting from any delay or failure to deliver or perform due to strikes, lockouts, riots, wars, accidents, fires, floods, disasters, transportation issues, inability to obtain essential materials for the manufacture of the merchandise and acts of God. Ballasts or transformers furnished as components with our products, carry the warranties of the manufacturer of that equipment. Indessa Lighting's warranty does not extend to such components. Defective ballasts or transformers under warranty are to be delivered to the manufacturers designated service distributor for replacement in accordance with their standard terms. A written warranty of the manufacturer, if any, will be assigned to the purchaser, however, Indessa Lighting does not adopt and does not warranty or represent any such component parts or the enforceability of such third party warranties.

Warranty: Indessa Lighting warrants to the purchaser that its products shall be free of defect for a period of one (1) year from date of shipment. This warranty shall not apply to damage caused by shipping, improper installation, improper lamping, product modifications or abuse of product. Indessa Lightings sole obligation under this warranty shall be, at its option, the repair and replacement of its defective material. There are no other expressed warranties, including any warranty of merchantability or fitness for purpose. Indessa Lighting will not be liable for consequential damages or costs of removal or reinstallation of the product. The liability of Indessa Lighting or any distributor or sales representative on all claims of any kind for any loss or damage arising out of or resulting from or concerning any aspect of this limited warranty, or from the products or services furnished, shall not exceed the price of the specific product which gives rise to claims.