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# TERMS AND CONDITIONS

## 1.0 ACCEPTANCE OF TERMS

All sales are expressly conditional on customer's agreement to these Terms and Conditions of Sale (Terms). These Terms shall apply to all sales of products by Rebelle Lighting Fixture Co. Ltd. (Rebelle). Unless otherwise expressly agreed to in writing by an authorized representative of Rebelle, any different or additional terms and conditions proposed by a customer in a purchase order, response to a quotation or other proposal, are hereby rejected by Rebelle and shall not be incorporated into any agreement for sale of Rebelle products. If any quotation or other document of Rebelle is deemed to constitute an offer to customer, customer's acceptance of such offer is limited to these Terms.

## 2.0 PAYMENT TERMS

Manufacturer's invoices are to be paid net 30 days from invoice date. Cash discounts are not offered unless negotiated in advance or offered at the option of the manufacturer. Any invoice unpaid within terms shall be subject to the highest service charge and interest rate allowed by law.

## 3.0 QUOTATIONS

Quotations are normally valid for thirty (30) days unless otherwise negotiated and can be withdrawn without penalty at any time before an order is accepted. Any requests for extension of a quotation must be in writing. All quoted delivery agreements are contingent upon factors within Rebelle's control.

## 4.0 FREIGHT AND FREIGHT DAMAGE CLAIMS

Ground freight is prepaid on orders of \$5000.00 (net value) and over based on one shipment at one time to one destination (exceptions are Alaska, Hawaii, the Canadian Yukon, Northwest Territories, Nunavut and Newfoundland). Adders for freight allowance to these areas will be provided on a quote by quote basis. All shipments are FOB, our factory in Maple Ridge, British Columbia, Canada. Orders less than \$5000.00 are shipped 'collect' or 'prepaid and charge' as required on the Customer purchase order. Rebelle reserves the right to use a carrier of its choice if freight is prepaid. All U.S. shipments are shipped with duty and brokerage prepaid. The responsibility of the Manufacturer ceases and title of the goods passes to the customer when delivery is made to the carrier (FOB – Factory). This stipulation applies whether the shipment is 'prepaid' or 'collect'. Claims for damage, concealed or otherwise, or shortages in transit, should be made against the carrier within the carrier's time limit to avoid nullification of claim. Claims for shortages should be made to Rebelle within 48 hours of receipt of goods. Rebelle's Shipping and Order Service departments are available to aid in any claim situation that may develop. Shipping dates are approximate and are based on conditions existing at the time of receipt of a firm order with complete information. Rebelle will in good faith endeavor to ship the product by the estimated shipping date but shall not be responsible for any delay or damage arising from a delay in shipment.

## 5.0 CANCELLATION AND CHANGE ORDERS

Orders cannot be canceled or changed without penalty once work has commenced or materials have been purchased. Orders cannot be canceled once manufacturing has begun. Change orders can nullify delivery dates and may result in increased charges, this includes reductions in quantities originally ordered. Charges applicable to cancellations include all costs that have been accumulated to the date the order was canceled. Items include all labor, materials, overhead costs, engineering time, tooling and development expenses.

## 6.0 MINIMUM BILLING

Minimum order value is \$500.00. The only exception to this are replacement parts, which are subject to a handling fee, and products listed under the Quick Ship program. If a customer wishes to purchase a product that does not meet minimum billing guidelines, they will be billed the \$500.00 minimum. Where additional units are required to match existing, the \$500.00 minimum will be in effect unless a variance is negotiated prior to order entry.

## 7.0 RETURNS

Returns are not allowed and will not be accepted without a written 'Return Materials Authorization' from Rebelle. RMA's are issued at the sole discretion of Rebelle and are valid for thirty (30) days from the date of issue. Except for the return of defective items, all returns must be shipped prepaid, unopened and within the original cartons. Return requests will only be considered within 90 days from the original ship date and will be subject to a restocking fee. All returns are subject to a minimum 50% restocking charge; all freight and reconditioning charges are the responsibility of the purchaser. Once carton contents are inspected, credit will be issued less any costs to refurbish the product to re-saleable condition. Non-standard or modified product including special colors can not be returned for any reason and replacement components may not be available at a future date. Spares should be ordered at the same time as original.

## 8.0 LIMITED WARRANTY

Rebelle warrants all products are guaranteed free of defects in materials and workmanship for one year from the date of shipment when stored, installed and used as intended. Any alteration or abuse or misuse of the goods shall void this warranty. The obligation of Rebelle under this warranty is expressly limited to the supply of replacement or repair of defective products, at the sole option of Rebelle. Any such repair or replacement shall be the exclusive remedy against Rebelle. In order for a valid warranty claim to be honored, a description of any defect(s) covered by this warranty must be given within the warranty period to Rebelle in writing. If Rebelle determines that the warranty claim is valid and a defect exists, Rebelle, at its sole option, will repair or replace the defective part or product at Rebelle's cost. Rebelle's liability, being limited to repair or replacement as set forth, not to exceed the original price paid for the subject Rebelle's product. Such repair may occur onsite, or at Rebelle's option, at the Rebelle factory. If a factory repair is required, product to be removed at Customer's cost and returned to Rebelle freight prepaid. Any implied warranty, including the warranty of merchantability and/or warranty of fitness for a particular use or purpose are hereby excluded and do not apply to this, or any other sale by Rebelle. This warranty cannot be modified by oral agreement and may only be modified in writing signed by an officer of Rebelle. In no event will Rebelle be responsible or liable for labor charges onsite without prior written approval of an officer of Rebelle. This warranty does not apply to products not manufactured by Rebelle which have been installed and/or used in conjunction with Rebelle products. Ballasts and other auxiliary equipment are not manufactured by Rebelle and are not covered by any warranty made by Rebelle but may be covered by a separate manufacturer's warranty. Fluorescent ballasts should be returned for replacement directly to the ballast manufacturer through their local service center. High intensity discharge ballasts should be returned to Rebelle via the RMA procedure outlined above and must be accompanied by a purchase order to cover the cost of replacement. A credit will be issued once the ballast manufacturer confirms the ballast is defective in manufacture and issues credit to Rebelle. Credit will include the cost of the ballast and freight charges.

## 9.0 DESIGN CHANGES

Rebelle reserves the right to change or modify its designs without prior notice, provided the changes do not substantially change the fixture appearance and function intended. Product details and specifications as outlined in our literature and catalog are subject to revision at any time. Unless agreed by Rebelle in writing, we do not warrant compliance of our product with individual project specifications. In order to minimize problems caused by use of obsolete literature, Rebelle issues the relevant product page with specification details to the agent representative along with the Project Order Status Report.

## 10.0 PRODUCT LIABILITY

Rebelle can provide proof of product liability insurance and broad form vendor coverage to all customers upon application. The customer, upon request, can be listed as an 'additional insured' on the face of the policy.

## 11.0

Rebelle shall not be liable for late deliveries or non-deliveries resulting directly or indirectly from fires, accidents, floods, wars, acts of government or other civil or military authorities, civil commotion, strikes or other labor disputes or shortages, delays in transportation, embargoes, inability to procure raw materials, breakdown in machinery, acts of God or any other cause beyond Rebelle's control.