

TERMS AND CONDITIONS

Terms – 1% cash discount tenth prox: fifteenth net, with postmark date governing allowable cash discount. A 1½% per month service charge will be added to past due accounts. Invoices dated 1st to 25th inclusive are payable on the 10th of the following month. Invoices dated 26th to 31st inclusive are payable on the 10th of the next following month. Invoices dated 1st to 25th inclusive, which are not discounted, are due net on the 15th of the following month. Invoices dated 26th to 31st inclusive, which are not discounted, are due net on the 15th of the next following month.

Invoices are dated when they are mailed from Cincinnati, Ohio.

Prices – Orders, except for “hold for release” and deferred orders, will be invoiced at the price in effect on the date of mailing the invoice or the date of shipment, whichever is lower. “Hold for release” orders will be invoiced at price in effect on date of shipment.

Written quotations are firm for 90 days from the date of the Spaulding quotation, unless otherwise noted.

A cancellation charge may be made when an order is cancelled. Part cancellation of an order may affect prepayment of freight.

Additions to orders already processed will be considered separate orders for determination of freight prepayment.

Claims for invoicing errors must be made to Spaulding Lighting, Inc., Cincinnati, Ohio, within 30 days from the date of the invoice.

Minimum Order – \$50.00

Taxes – Spaulding Lighting, Inc. reserves the right to add to the sales price of its products at any time an amount equivalent to any duties, imposts, revenues, sales, use, manufacturer’s payroll, excise or other taxes which may be imposed and made applicable to their products.

Shipping – All material is sold F.O.B. Point of Shipment. Risk of loss and title passes to purchaser on delivery to the common carrier at Point of Shipment. (Purchaser should file with the transportation company any claim for loss of damage in transit and, since shipments are made at released value, carry its own insurance for any deficiency in carrier coverage.)

Shipment will be made by surface freight F.O.B. Point of Shipment. On all orders totalling \$2,000.00 net invoice or more freight will be prepaid to any free delivery point on a common carrier in any state of the United States, except that freight on any shipments to Alaska and Hawaii will be prepaid to any port of embarkation in Washington, Oregon or California. (Freight is prepaid and added to orders of lesser amounts. No freight allowance will be made on shipments forwarded collect at the request of the customer.)

Spaulding Lighting, Inc. will use its own discretion in routing all shipments upon which it assumes transportation charges. Where practical to do so, shipments will be made in any manner requested by the customer, if the customer will assume the extra transportation costs.

Partial shipments made at customer’s request must each total \$2,000.00 net invoice value or more to earn prepaid transportation.

On smaller shipments, transportation will not be prepaid. Unless otherwise agreed, Spaulding Lighting, Inc. may make partial shipments at its discretion, invoicing each such shipment as it is

made but on terms applicable to the complete order.

Spaulding Lighting, Inc. will not assume, allow or pay any charges for cartage.

While every effort is made to ship as scheduled, any delay or failure to ship due to strikes, lockouts, fires, breakdowns, supplier’s delays, lack of shipping space, lack of customer approvals, correction or clarification of order, governmental acts or regulations, acts of God and any other circumstances beyond the control of Spaulding Lighting, Inc. shall not be breach of contract.

Returns – No returned products will be accepted for credit unless permission for doing so has been received in writing from the General Office of Spaulding Lighting, Inc., Cincinnati, Ohio. Returned products are subject to a minimum service charge of 35% plus freight both ways. Products will be inspected upon return and any service or repair will be charged and added to the 35% re-stocking charge. When returns are due to factory error, Spaulding Lighting, Inc. assumes freight charges. Poles are non-returnable unless due to factory error. Returns are not accepted after 90 days from date of shipment. Special production products are non-returnable.

Guarantee – Products of Spaulding Lighting, Inc. manufacture are guaranteed against mechanical, electrical and physical defects for a period of one year from the date of shipment from the factory, if they have been properly used, and are guaranteed to be merchantable and fit for the ordinary purposes for which such products are used. THERE ARE NOT EXPRESS WARRANTIES OR WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE or any implied warranties other than those made expressly herein, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. The obligation of Spaulding Lighting, Inc. under this guarantee and under all other warranties is limited to the furnishing of new parts free of charge in exchange for parts which have proved defective and does not include any other cost such as cost of removal of defective part, installation, labor or consequential damages of any kind, the exclusive remedy being to require such new parts to be furnished.

Each fixture and bracket has an assigned EPA number. This number takes into consideration the fixture weight and the wind load predicted on the square foot projected area.

Poles, for each height, have an assigned EPA number. To determine the feasibility to a pole accommodating specific fixture types and quantity, sum up the fixture and bracket EPA numbers. If the cumulative total is equal to or below the pole EPA, then the pole will safely accommodate the brackets and fixtures.

CAUTION – If additional stress such as pennants, signs, flags, ropes or any other such items are added, Spaulding Lighting’s normal guarantee is null and void. Poles are calculated to withstand steady wind velocities of 70, 80, 90, 100 with gust factor of 1.3.

This warranty excludes fatigue failure caused by induced vibration, harmonic vibration or resonance caused by air currents or any other local conditions around the pole.