

Standard Terms and Conditions of Sale

Prices

All orders are subject to effective prices and terms of sale in effect on date of shipment, and are subject to change without notice, unless otherwise authorized and specified in writing by Vantage Luminaires. All prices are subject to additional federal, city and state taxes, if applicable, unless appropriate exemption certificate is filed with Vantage Luminaires. Custom products are subject to a 50% deposit and are non-cancellable after approval.

Terms of Payment

Net 30 days, 1% discount - net 10 days. Credit will be extended upon confirmation of proper credit approval and trade references. There will be a \$75.00 service charge for all returned checks. Finance charge of 1.5% on any unpaid balance. If material is not paid for within terms and conditions set fourth in this document, Vantage reserves the right to void warranty.

Quotations

Prices issued by a written standard quotation are firm for 90 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 order. Hold for release orders will be honored for 120 days.

Delivery and Transportation

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

All shipments are F.O.B. factory (point of shipment).

For orders placed \$1,000 net value (east of the Mississippi), and \$1,500 net value (west of the Mississippi), and over, domestic freight will be prepaid by Vantage Luminaires with no charge to the customer.

Vantage will use its discretion in routing all shipments, and reserves the right to select carrier. If any shipment is made in accordance with the buyers instructions, additional carrier cost shall be paid by the buyer.

The shipment date mentioned on our order acknowledgment, if any, is Vantage'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 and happening whatsoever beyond the control of Vantage Luminaires, including but not exclusive of strikes, fires, riots, wars, acts of God, inability to obtain materials, governmental regulations or other conditions. Vantage shall not be responsible for any damage or loss resulting, whether directly or incidentally, from delayed shipments or its inability to ship as mentioned above.

Packaging

Vantage reserves the right to refuse to make direct shipments to destinations outside the buyers regular service area(s).

Method of packaging is at the discretion of Vantage Luminaires.

Export packaging may be charged as an extra.

Limited Warranty

Vantage Luminaires warrants that its products (other than ballast) 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. Vantage, at its sole option, will repair or replace, F.O.B our factory, freight prepaid, any Vantage product (other than ballast) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Vantage and is limited to one year from date of shipment. Vantage reserves the right to determine to repair or replace. No charge-back, or charge for labor or material, that does not have the written approval of Vantage will be honored, accepted or paid by Vantage. Vantage will not be responsible for any consequential or incidental damages in connection with any breach of its aforementioned warranty. If emergency parts are sent by Vantage a P.O. must be issued credit upon return of defect.

Ballast are covered by separate ballast manufacturers' warranties. Vantage does not make any warranties whatsoever as to ballast and will accept no responsibilities or liability whatsoever therefore.

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If merchandise is delivered in damaged condition or cartons are missing, a notation must be placed on all papers signed by the receiver. If unreported or concealed damages are noticed after delivery, the carrier should be contacted by telephone and if carrier fails to send an inspector within five days, a request should be made in writing to the carrier, confirming the telephone request for an inspection. All shortages must be reported within 48 hours of receipt of freight.

All request for credit due to transportation loss or damage should be accompanied by properly signed papers.

A claim for loss or damage must be filed with the carrier within 30 days from shipping date for UPS or other common carriers. Credit cannot be allowed for damage claims that are not properly substantiated with supporting papers or not received by Vantage in a timely manner to file with carrier.

Return Goods

Request to return non-defective merchandise must be made within 60 days from date of shipment and is subject to a minimum of a 25% restocking charge. If a product has been installed it may not be able to be returned.

Special, made to order, or discontinued merchandise is not subject to return.

No products are to be returned without prior written authorization from Vantage, i.e., Return Goods Authorization (RGA).

Returns must be made freight prepaid within 30 days of the date of "RGA" from Vantage.

Prices

Vantage

Vantage Luminaires 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. Merchandise will be shipped in accordance with the standard styles and sizes described in the Vantage catalog or, if special or, made to order, in accordance with Vantage drawings and specification sheets. Vantage will not accept responsibility for labor charge backs in connection with errors of measurement, prices, descriptions, etc. All lighting fixtures are built accordingly and tested to ANSI & UL standards #1570, 1571, 1572 and are ETL listed.

Luminaires

Company: _____ Date: _____

Authorized Signature: _____ Title: _____