

**General**

Lamps are not included with any fixtures unless specifically ordered with fixtures.

The right is reserved to change specifications of any item without notice and without liability with respect to any previous sales. Specific quotations are subject to acceptance within 30 days, for shipment within 90 days, unless noted to contrary in the quotation. Although utmost care is exercised in preparation of price sheets and catalog data, we disclaim any responsibility for catalog and/or pricing sheet errors.

**Minimum Order**

The minimum Customer Net billing charge on any order is:

Replacement Parts: **\$25.00**  
All other products: **\$75.00** plus transportation charges.

**Shipments and Freight Charges**

All shipments are F.O.B. our factories.

Orders of \$3,000.00 or greater customer net billing; freight allowed. Orders less than \$3,000.00 customer net billing; freight not allowed. Freight will be prepaid within Canada and the forty-eight contiguous United States. For shipments to other locations, including Hawaii and Alaska, freight will be prepaid to a designated port of debarkation within the continental United States and additional packaging charges may apply. IGUZZINI NA will not assume, allow or pay any charges for cartage, or store door delivery at destination. Orders for meeting freight-prepaid requirements include all IGUZZINI NA products. In the case of partial shipments or "split-shipments" to more than one destination freight will be allowed only if each individual shipment exceeds \$3,000.00 customer net billing. On all prepaid shipments, IGUZZINI NA will not allow, assume or refund to the customer, any freight charges erroneously paid by the customer directly to the freight carrier.

**Shipments:** We reserve the right to use our own discretion in routing all shipments whereon freight charges are allowed. Shipments will be made in any manner requested by the customer, when possible, if the customer will assume any additional transportation costs. In the event of special routing requests requiring premium freight charges, such as airfreight, air express, special truck or carrier, etc., all shipments will be made freight prepaid and charged. Copies of Bill of Lading, and when required, Proof Of Delivery, for any shipment so routed, will be provided when requested.

**Air Shipments:** All air shipments will be sent at customer's request. Shipments will be sent on customer's Federal Express number or carrier of their choice. Transportation Claims: All goods are delivered to the transportation company in perfect condition and properly packed. Goods are shipped at purchaser's risk, and claims must be taken up with the transportation company. Our responsibility for safe delivery ceases when material is received in good condition by the transportation company. Packaging: Products will be packaged, as IGUZZINI NA deems appropriate for protection of goods against damage due to normal handling.

**Shortages:** All claims must be reported to IGUZZINI NA within fifteen (15) days after receipt of shipment. Claims not reported within the time period will not be allowed.

**Damages or Loss in Transit:**

Title to the goods passes to the customer on delivery to the common carrier at the F.O.B. shipping point. Claims for damages or loss in transit should be filed by the consignee with the transportation company involved. IGUZZINI NA will not be responsible for damaged goods, including concealed damage, after having secured "received in good order" delivery receipts from the transportation company. Acceptance of material, by the customer, from a common carrier constitutes a waiver of any claim against IGUZZINI NA for delay, damage, or loss.

**Payment Terms and Financial Responsibility**

Payment is due Net thirty (30) days. Whenever, for any reason, doubt as to a customer's financial responsibility develops, IGUZZINI NA may decline to deliver goods except for cash, or stop goods in transit, or make other arrangements as IGUZZINI NA deems appropriate. Title to the goods shall remain in IGUZZINI NA until paid in full by buyer; however, risk of loss shall vest in the buyer at the time of delivery of the products to the carrier at shipping point. IGUZZINI NA reserves the right to charge interest of 1½ % per month and handling charges if buyer is delinquent in payment of invoices. Buyer shall also be responsible for all costs (including attorney's fees and other costs) incurred by IGUZZINI NA in connection with collection of any amounts for goods sold hereunder in the event payment therefore shall not be made when due.

**Cancellation, Suspension and Return Goods**

Orders may be cancelled or suspended only upon written notice to IGUZZINI NA and with IGUZZINI NA written consent, and upon terms that will indemnify IGUZZINI NA against loss. Orders cancelled after being processed, but prior to shipment will be subject to cancellation charges as follows:

Special order and products with factory-installed options: Non-returnable.

Standard products, with no factory-installed options: 50% of net purchase order amount. Plus any extraordinary charges incurred. The extraordinary charges will be determined by the amount of work that has been completed, special non-returnable parts ordered, and whether or not the cancelled products can be restocked. Once shipped, products are considered customer property. If products have been shipped when IGUZZINI NA receives a cancellation notice, no monies can be held for such cancellation and invoice is due and payable. Material may be returned for credit only as outlined in a IGUZZINI NA Returned Goods Authorization.

**Returned Goods**

We will not accept any returned material unless a "Return Goods Authorization" has been issued in writing from the main office. A minimum service charge of 50% plus any freight charges incurred will be deducted from all returned goods to cover the cost of handling, disassembly of cartons and testing. All items must be in new resalable condition or IGUZZINI NA will discard any material upon their inspection without credit. If reconditioning is necessary, any such charges will also be deducted. Requests to return material must be made within 90 days of shipments. We cannot allow credit for returned goods after the expiration of 90 days. Special fixtures and finishes are not returnable.

**Order Confirmation**

Orders received and entered into the IGUZZINI NA order-processing system will be considered confirmed and acknowledged upon receipt of the acknowledgement by the customer. IGUZZINI NA will not be responsible for any delays caused by orders that have not been acknowledged to the customer.

**Pricing**

All published or quoted prices, discounts, terms and conditions are subject to change without notice. All orders are accepted with the understanding that the product will be shipped and invoiced at prices in effect at time of shipment. This policy includes Hold for Release ("HFR") orders, Blanket Orders and Standing Orders, unless alternative arrangements have been made in writing, between IGUZZINI NA and its customer. All prices and discounts quoted and the acceptance of all orders are subject to IGUZZINI NAs' final approval. Hold For Release Orders, Blanket Orders and Standing Orders:

Hold For Release ("HFR") orders will be entered and held, pending a final release schedule, for a maximum of 180 days (6) months from date of order. After that time, they will be reviewed for further disposition. Blanket Orders and Standing Orders will be converted to orders with scheduled releases, based on customer requirements. All orders are accepted with the understanding that product will be shipped at prices, and terms and conditions, in effect at time of shipment, unless alternative arrangements have been made, in writing, between IGUZZINI NA and its customer. The acceptance of Hold For Release Orders, Blanket Orders and Standing Orders does not obligate IGUZZINI NA in any way to continue to supply product that may become discontinued or obsolete or superseded during the time period covered by the order.

### **Taxes**

The amount of any applicable present or future city, state or government tax or other charges upon the production, sale, shipment or use of products ordered or sold will be added to the customer invoice, unless the customer provides IGUZZINI NA with an appropriate exemption certificate.

### **Delivery**

Delivery and shipment dates are estimated dates only, and unless otherwise specified are figured from date of receipt of order. All quotations and agreements as to deliveries and other matters, including the acceptance of all orders and estimation of delivery dates, are subject to all present and future Federal and Provincial laws, rulings, and regulations, and are also subject to strikes, labour stoppages, fires, accidents, and all other causes beyond our control. In estimating such dates, no allowance has been made, nor shall IGUZZINI NA be liable directly or indirectly for, delays of carriers or delays from labour difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government effecting IGUZZINI NA directly or indirectly, bad weather, or any causes beyond IGUZZINI NA's Control, or causes designated Act of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. IGUZZINI NA will not be liable for any damages or penalties whatsoever, whether direct, indirect, special or consequential, resulting from its failure to perform or delay in performing, unless otherwise agreed to in writing by an authorized officer of the company. Acceptance of material from a common carrier constitutes a waiver of any claim against IGUZZINI NA for delay, damage or loss in transit.

### **Patent Infringement**

IGUZZINI NA will not be liable for any claim of infringement unless due to infringement by products manufactured by IGUZZINI NA in the form in which IGUZZINI NA supplies such products to the customer and without regard to their use. If the customer notifies IGUZZINI NA promptly in writing of any such claim, and, if IGUZZINI NA so requests, authorizes IGUZZINI NA to defend or settle any suit or controversy involving such claim, IGUZZINI NA will indemnify the customer against reasonable expenses of any such suit and will satisfy any judgement or settlement in which IGUZZINI NA acquiesces, but only to an amount not exceeding the price paid for the allegedly infringing products. If an injunction is issued against further use of allegedly infringing products, IGUZZINI NA shall have the option of procuring for the customer the right to use tile products, or replacing them with non-infringing products, or modifying them so that they become non-infringing or of removing them and refunding the purchase price. The foregoing expresses IGUZZINI NA entire and exclusive warranty and liability as to patent, and IGUZZINI NA will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as

provided herein. The Customer will hold IGUZZINI NA harmless and indemnify IGUZZINI NA against any and all claims, demands, liabilities, damages, cost and expenses resulting from or connected with any claim of patent infringement arising out of the manufacture by IGUZZINI NA of products in accordance with a design or specifications which the customer furnishes.

### **Guarantee**

IGUZZINI NA products are guaranteed against mechanical, electrical and physical defects for a time period of one (1) year from the date of shipment to the customer. IGUZZINI NA assumes no responsibility for the improper selection or installation of its products, or for field modifications of any kind made to its products. IGUZZINI NA obligation under this guarantee and under all other warranties is limited to the repair or replacement of defective parts or products, at its discretion, providing such defective parts or products are brought to our attention within the specified warranty time period, and does not include any other costs such as removal of defective parts or product, installation, labour or consequential damages of any kind, the exclusive remedy being to require such new parts or products to be furnished. All other warranties expressed or implied including warranties of merchantability or warranties of fitness for any particular purpose we hereby disclaim. Damage incurred in transit or from handling is excluded from terms of this guarantee

### **Compliance**

Unless specifically agreed to in writing, IGUZZINI NA does not warrant or represent that any of its products by themselves, or in a system with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970, the Americans With Disabilities Act of 1990, and the standards and regulations issued thereunder, or any other federal, state or local law or regulation of the same or similar nature.

### **Unauthorized Payments**

IGUZZINI NA does not authorize or condone any special or unlawful payments or treatment of any kind as a method of securing domestic or international business of any kind