1. ACCEPTANCE
Universal Lighting Technologies, Inc. is hereinafter referred to as “Seller” and the purchaser is hereinafter referred to as “Buyer.” Any order for products described in this Order and any order for products in addition to or inconsistent with the following shall not be binding upon Seller unless acceptance of each non-conforming term or condition is clearly and expressly made in writing by Seller. Failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions or as acceptance of any such provisions. Acknowledgments of Buyer’s order forms, facsimile orders or “releases” shall not be construed to be a waiver, amendment, or modification of these terms and conditions. Seller is not responsible for typographical or written errors made in any quotations, orders, publications and all such errors are subject to correction.

2. SHIPPMENTS
All shipments of product, unless otherwise agreed upon, will be made F.O.B. Point of Shipment. Freight will be allowed on orders in excess of $1,000 for core products and $1,750 for products defined as fixtures at all points (with the exception of Alaska and Hawaii) within the United States and $1,000 for core products and $1,750 for products defined as fixtures to all points within Canada, Alaska and Hawaii, provided Universal Lighting Technologies selects the method and routing of the shipment. If the purchaser specifies a manner or routing of shipment different from that determined by Universal Lighting Technologies, we will comply but ship product freight collect. If Universal Lighting Technologies chooses to ship products on a single order of more than $1,000 for core products and $1,750 for products defined as fixtures, the freight charges will be paid by Universal Lighting Technologies. Any Universal Lighting Technologies products may be combined in one shipment to meet minimum freight weight or dollar requirements. Shipment of plus or minus five (5) percent of order quantity will be considered to have completed the order and Buyer agrees to pay the unit price for the quantities shipped. Purchase orders containing penalty clauses for failure to meet shipment schedules are not acceptable unless specifically approved in writing by an officer of Seller. Prices quoted provide for standard packing for domestic shipment only. Buyer agrees to pay the charges for special packing if it is required for domestic shipment or export shipment.

3. DELIVERY
The promised delivery date is the best estimate of the time when the products will be shipped by Seller. Seller assumes no liability for loss of profit, special, incidental or consequential damages due to delay. Universal Lighting Technologies assumes no responsibility for collection of loss or damage claims. Evident loss or damage to a shipment must be reported to the carrier by the carrier’s representative prior to signing the delivery receipt before the receipt is signed. The notation must clearly specify the extent of loss, shortage or damage.

4. INSPECTION AND ACCEPTANCE OR REJECTION
All products are subject to inspection by Buyer upon delivery and, unless Buyer is advised to the contrary in writing within thirty (30) days after delivery, all products will be deemed to have been accepted as conforms with the requirements of the contract and free from all discernible defects.

5. RETURN POLICY
With Universal Lighting Technologies authorization, Buyer may be permitted to return products in accordance with Universal Lighting Technologies published Return Merchandise Return Policy (P.61/18/115). One (1) return per year of standard product for credit with offsetting order of equal or greater value not to exceed 3% of the previous year’s purchases. Any other returns are subject to a minimum 25% or $25 restocking charge, whichever is greater. An approved RMA must accompany every return. All returns are subject to a 25% restocking charge with freight charges to be prepaid by the customer. In order for a product to be eligible for return it must be of current manufacture (produced in the last twelve months), unused, salable, and in original cartons. Any cost incurred by Universal Lighting Technologies to put product in condition for resale will be charged to the customer. This is in addition to the restocking fee. Universal Lighting Technologies cannot accept discontinued, made to order, or custom-built product as part of any return.

6. RETURN OR REDUCTION OF THE RESTOCK FEE OR CUSTOMER REQUESTED RETURNS MUST BE APPROVED BY THE VP SALES OR DESIGNATES—NO EXCEPTIONS.

7. PRICING
Price lists are firm for thirty (30) days from the date of the quotation, unless specifically stated to the contrary as part of a particular price quote, and are subject to change without notice after the expiration of this thirty (30) day period. Any variations in quantities specified and/or rate of delivery may necessitate a revision in price. Unless otherwise stated as part of price quote, all prices are F.O.B. factory.

8. PAYMENT
All products will be billed in prices in effect at time of shipment and, subject to change without notice, at a minimum billing charge of $100 net plus transportation charges.

9. TAXES
Seller’s prices do not include any federal, state or local property, sales, use, excise or similar tax. Consequently, in addition to the prices specified in the amount of any present or future sales, use, excise GST or similar tax imposed due to the sale or products or services shall be paid by Buyer unless Buyer furnished an acceptable tax exemption certificate in advance to Seller.

10. CATALOG ITEMS
Prices are subject to change. Discontinuance, modification or alteration of any item may be made at any time without notice. Should such cancellation, modification or alteration prevent the delivery of all or a part of any order, Seller reserves the right to cancel any such order.

11. TITLE AND RISK OF LOSS
Title and risk of loss to the products supplied hereunder shall pass to Buyer at the F.O.B. shipping point.

12. WARRANTY
There are NO WARRANTIES, express or implied, made by Seller on any product described on this order, except for the Limited Warranty which applies to certain products as described in the “Limited Warranty” section. The Limited Warranty shall be expressly set forth in the F.O.E.U. of any other express or implied warranty, condition, or guarantee on any product or part thereof. By purchasing any product from Seller, Buyer acknowledges, represents, and warrants that Buyer’s sole and exclusive remedy against Seller is limited to the applicable provisions of the Limited Warranty.

BUYER HEREBY ACKNOWLEDGES THAT NEITHER SELLER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION, OR PROMISE RELATING TO ANY PRODUCT THAT IS THE BASIS OF THIS TRANSACTION OR WHICH CREATE AN EXPRESS WARRANTY. NO SAMPLE OR MODEL OR STATEMENT MADE IN ANY ADVERTISING, PAMPHLETS, BROCHURES OR SIMILAR MATERIALS HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATE AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO ANY PRODUCT.

13. CHANGES
For each Buyer requested product change, if approved by Seller, Seller will charge for all costs ($100 minimum) necessary to make the change. These costs include, but are not limited to, engineering, drafting, order processing, tooling, hardware, and/or scrap. If the increase in the price caused by a product change, shall be charged to Buyer and Buyer agrees to pay same.

14. CANCELLATION AND RE-SCEDULING
Cancellations
Cancellation of an order for a standard product whose value exceeds $10,000, within two weeks of the original Universal Lighting Technologies, Inc. promised ship date of that product would be subject to prior approval of the appropriate Universal Lighting Technologies, Inc. inventory and sales managers. The representative without approval can cancel any line item for a standard product that is valued LESS THAN $10,000 AND/OR is more than two weeks from the original Universal Lighting Technologies, Inc. promise date. If a customer wishes to cancel an item in its entirety, the line item must be returned to Universal Lighting Technologies, Inc. for it to exceed the standard value limit, valued OVER $10,000 AND/OR within two weeks of the original Universal Lighting Technologies, Inc. promise date, the Regional Sales Manager must get approval.

If an order for a custom product or a make to order product is canceled within 4 weeks of the original Universal Lighting Technologies, Inc. ship date, or a special order, the full price of the line item will be charged back to the customer. This includes any costs associated with producing the products, and is subject to change without notice.

Re-Scheduling
Any line item, on any order, may be rescheduled by a Universal Lighting Technologies, Inc. Customer one time, for later shipment, by as much as four weeks. Subsequent reschedulings or reschedulings beyond four weeks of that line item may be permitted, but will be subject to prior approval of the appropriate Universal Lighting Technologies, Inc. Inventory and Sales Managers.

15. DELAY
Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments. If Buyer delays shipment after completion of the products ordered by Buyer, title will pass to Buyer, and Seller will issue an invoice. Storage and handling costs will accrue to Buyer’s account until shipment is made.

16. FORCE MAJEURE
In the event either party is prevented from performing this contract by circumstances beyond its control, and without its fault or negligence, then neither party may be liable for the failure or delay in performing its obligations hereunder, but if such delay exceeds forty-five (45) days the non-performing party must immediately notify the other party. Delay caused by delivery of products or services hereunder during the period of such disability shall be suspended and the products or services so delayed shall be mutually agreed upon either be eliminated from this contract without liability to either party or reasonable extensions of the time for performance will be granted.

17. FAIR LABOR STANDARDS ACT
Products to be furnished or services to be rendered hereunder will be produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended on the date hereof, and in compliance with all applicable regulation orders of the Administrator of the Wage and Hour Division issued under this Act.

18. GOVERNMENT CONTRACTS
In the event this order is for products or services to be furnished by Buyer under any government contract or purchase order, Seller shall have all rights of Buyer that are available to Buyer under such government contract or purchase order, whether or not Buyer is a prime contractor or supplier to the government or is a subcontractor at any tier.

19. GOVERNMENT LAW
The contract will be governed by and construed according to the laws of the State of Tennessee.

20. REVISIONS
Universal Lighting Technologies reserves the right to review or amend any or all items contained herein.

21. REQUIRED PROVISIONS DEEMED INSERTED
Each and every provision of any applicable law, regulation and/or clause which is required by any applicable law or regulation to be inserted in this Terms and Conditions of Sale shall be deemed to be inserted herein, and this Terms and Conditions of Sale shall be understood to be deemed to be a supplement, and not in any way to be exclusive of any such provision is not inserted, or is not correctly inserted, then upon the written application of Seller or Buyer, this Terms and Conditions of Sale shall forthwith be automatically made to such insertion or correction.