



STANDARD TERMS & CONDITIONS OF SALE

PRICE AND QUOTATIONS:

- A. Prices issued by a written standard quotation are firm for 30 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 the order. Prices issued by a written non-standard quotation authorized by LeuchTek's Corporate Office in Hamburg, may offer price protection for a different period. Releases for shipments beyond the price protected period (standard or non-standard) will be increased in price at the rate of 1% per month.
- B. Additions to orders already processed shall be considered separate orders and shall be priced accordingly.
- C. Prices subject to change without notice. Value-Added-Tax and other tax if applicable, are not included.
- D. All fixtures are sold without lamps, unless otherwise specified. When lamps are installed by LeuchTek, they are installed for the convenience of the customer and LeuchTek assumes no responsibility or liability whatsoever for damage or looseness of such lamps which may occur in transit.

PURCHASE ORDERS:

- A. The acceptance of the Buyer's purchase order is contingent upon written acknowledgement by LeuchTek at its Corporate office in Hamburg in the form of a letter or printed acknowledgement.
- B. The acceptance of Buyer's order is expressly made conditional upon Buyer's assent to these Standard Terms and Conditions of Sale and to the terms and conditions stated on LeuchTek's printed acknowledgement. LeuchTek agrees to furnish the merchandise covered by its quotation only upon such Terms and Conditions. In the absence of any written notification to the contrary, and by virtue of the issuance of a purchase order, Buyer shall be deemed to have accepted Terms and Conditions as stated herein and in LeuchTek's acknowledgement. If there is any conflict between the Terms and Conditions stated herein and in LeuchTek's acknowledgement, the terms and conditions contained in the acknowledgement shall control. LeuchTek's failure to object to provisions contained in the Buyer's forms shall not be deemed a waiver of the provisions in LeuchTek's terms and conditions. All additions, deletions or other changes to or in an order are subject to all of the Terms and Conditions herein.

SPECIFICATIONS; VARIATIONS; ERRORS:

- A. Merchandise will be shipped in accordance with the standard styles and sizes as described in LeuchTek catalogs or, if special or made-to-order, in accordance with LeuchTek drawings and specifications sheets. In the event of a conflict between a customer's written order and a LeuchTek drawing or specification sheet marked "approved", the LeuchTek drawing or specification sheet shall prevail. Wide-Lite reserves the right to change details of design, materials and finish at any time without written notice.
- B. Effort is made to avoid errors in catalogs, specification sheets and other data, and statements made therein shall not be considered as express or implied warranties. LeuchTek will not accept responsibility for any damages including labor charge backs in connection with errors of measurements, descriptions, application recommendations etc.
- C. LeuchTek will not be bound by Buyer's general or blanket instructions. Full instructions for the order itself must be agreed to in writing by LeuchTek.
- D. Orders containing such phrases as "all material to be supplied as per project plans and specifications", etc., are subject to separate written acceptance and agreement by LeuchTek GmbH.

MINIMUM ORDER / SMALL ORDER HANDLING CHARGE:

Orders for less than 500.-EUR will be subject to a 50.-EUR handling fee. There is no minimum charge for replacement parts and samples.

PACKAGING:

Method of packaging is at LeuchTek's option. If Buyer requires components to be delivered separately from the fixtures, then charges

for additional packaging, handling and delivery shall be added to the price of the fixture. Export packaging may be charged as an extra.

SPECIAL ITEMS:

Order for special items are not cancelable except on payment for work performed. On special LeuchTek fixtures not listed in our current Specification Guide, we reserve the right to quote and sell only to the distributor who assisted LeuchTek in the development of the business for a specific customer.

DELIVERY AND TRANSPORTATION:

- A. All merchandise is sold, and all shipments are made, F.O.B. the factory of LeuchTek, unless otherwise specified.
- B. LeuchTek will use its discretion in routing all shipments, and reserves the right to select carrier truck size. If any shipment made in accordance with Buyer's instruction shall incur additional labor or carrier costs, such costs shall be paid by Buyer as invoices are rendered.
- C. The shipment date mentioned on our quote or order acknowledgement, if any, is LeuchTek's approximation of a 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 or occurrence whatsoever including but not limited to strikes, fires, riots, wars, acts of God, inability to obtain materials, production scheduling delays, government regulations or other conditions. LeuchTek shall not be responsible to Buyer or Buyer's customers or others for any damages or losses resulting, whether directly or incidentally, from delayed shipments from LeuchTek or from LeuchTek's inability to ship on or before an estimated date.
- D. LeuchTek reserves the right to make partial shipments unless otherwise expressly stipulated in the order acknowledgement. All such shipments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in the shipment of partial shipments will not relieve Buyer of its obligation to pay for previous or subsequent shipments.
- E. LeuchTek reserves the right to refuse to make direct shipments to destinations outside Buyer's regular service area(s).

STORAGE:

If any shipment made in accordance with Buyer's instructions is refused for whatever reason, Buyer shall be responsible for payment of such merchandise, in accordance with the terms hereof, as though such merchandise has been accepted at the time of original delivery. Buyer shall also be responsible for storage, handling and delivery charges and shall pay storage charges until such merchandise is delivered and accepted.

PAYMENT AND CREDIT:

Buyer shall make any subsequent payments as specified herein and LeuchTek may suspend shipment or delivery until such payments are made. LeuchTek reserves the right to charge a service charge of 1 ½% per month, but not in excess of any lawful rate, if Buyer is delinquent. LeuchTek may at any time limit or cancel the credit of Buyer and, before delivering goods to Buyer, require Buyer to pay in cash for such goods and to pay for goods theretofore delivered. Failure by Buyer to make any such payments as demanded in writing shall constitute a breach of this agreement by Buyer. Approval of credit of one or more deliveries shall not be deemed a waiver hereof. LeuchTek shall be entitled to reimbursement for all costs and expenses (including attorney's fees) incurred by it in connection with collection of any amounts for goods sold in the event payment therefor shall not be made when due.

SECURITY INTERESTS:

LeuchTek shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) has been paid by Buyer. In the event Buyer shall default in payment of the purchase price, LeuchTek shall have the right, in addition to and exclusive of any other rights it may have under the Uniform Commercial Code or otherwise, to enter upon the premises where the goods are located and retake possession thereof, without notice, free from any claims of Buyer. At the request of LeuchTek, Buyer will join LeuchTek

and any assignee of LeuchTek in preparing, executing and causing to be filed any and all financing statements pursuant to the Uniform Commercial Code. Buyer hereby authorizes LeuchTek and any assignee of LeuchTek to sign financing statements in Buyer's name and to file same in all places where necessary or appropriate to perfect any such security interest which LeuchTek or such assignee has in all jurisdictions where such authorization is permitted by Germany law.

CLAIMS AND ADJUSTMENTS:

- A. Claims for shipping errors or merchandise defects will be waived unless made in writing to LeuchTek GmbH, Hanns-Henny-Jahnn-Weg 17, D-22085 and within 30 days after receipt of merchandise.
- B. LeuchTek's sole obligation and Buyer's exclusive remedy against LeuchTek in the event of defective merchandise, shall be limited to the repair, replacement or refund of the merchandise, at LeuchTek's option, at its own cost and expense (but excluding site labor charges). LeuchTek shall not be liable for any other damage or loss which may be sustained or claimed. See warranty provisions below.

- C. Claims for shortages, losses and apparent or concealed damages sustained in transit shall be made by Buyer with the carrier. Upon request, LeuchTek will provide evidence of goods turned over to a carrier, but reserves the right to charge a reasonable fee for all proof of delivery requests.

RETURNED GOODS:

Requests to return non-defective merchandise must be made within 60 days from the date of shipment and shall be subject to a re-stocking charge up to 50% at LeuchTek's discretion. Only regular items in the current line are returnable. Special, made-to-order, or discontinued merchandise is not subject to return. Returns of orders drop-shipped to job site will be limited to 10% of the original order. All returned goods must be accompanied by a "Return Material Authorization (R.M.A.)" issued by LeuchTek and must be returned in the original factory-sealed carton in saleable condition, freight prepaid within 45 days of the date of LeuchTek's issuance of the R.M.A. All merchandise returned is subject to inspection. Unsaleable and damaged merchandise will be credited at salvage value or less costs of repairs. LeuchTek reserves the right to issue credit at prices prevailing at time of shipment, or time of return, whichever is lower, less the re-stocking charge.

FIXTURE WARRANTY

Electronic ballasts (fixture) have a two years limited warranty from the date of shipment. In the event of breach by LeuchTek, it will, at its sole option, during the warranty period only, repair or replace for defective LeuchTek product. Repaired or replaced defective products will be returned to site freight and LeuchTek will afford the delivery cost. Alternatively, at LeuchTek's sole option, LeuchTek may refund the purchase price paid to LeuchTek for the subject defective product. Such repair, replacement or refund is the sole and exclusive remedy against LeuchTek for any breach, and is limited to two years from date of original shipment by LeuchTek. No charge-back, or charge for labor or material, that does not have LeuchTek's prior written approval from its Corporate Office in Hamburg, will be honored, accepted or paid by LeuchTek. LeuchTek will not be liable for any consequential or incidental damages in connection with any breach of its aforementioned warranty or otherwise, the sole and exclusive remedy being repair, replacement or refund as stated.

Above warranty is applicable only when the ballast is installed with the proper lamp and wattage and is installed in recommended ambient conditions. Breakage is not covered regardless of cause.

Under no circumstances shall LeuchTek be liable for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods or otherwise, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise. Notwithstanding anything herein contained to the contrary, the liability of

LeuchTek GmbH will not be responsible for any products subjected to inappropriate application or installed or modified in any way that is not in accordance with LeuchTek's instructions. No agent, employee or representative of LeuchTek has any authority to bind LeuchTek to any affirmation, representation or warranty concerning goods sold by LeuchTek unless such affirmation, representation or warranty is specifically included in a LeuchTek quotation or in LeuchTek's acknowledgment.

CAUTION: HID luminaries must be operated on grounded systems only. Ungrounded distribution systems may carry high transient voltages which can cause failure in any type of electrical equipment and is not covered under this warranty.

(Updated 30 May 2006)