

# General Terms and Conditions

## Pricing:

Prices are subject to change without notice. In the event of a price change, all orders on hand will be filled at their originally quoted price. If orders are not released for shipment prior to the price change, those orders will be billed at the newly adjusted price.

## Sales Tax:

Prices do not include any federal, state, local, or any other taxes/charges imposed by any government authority, including, without limitation, sales, use, excise, value-added or similar taxes now or hereafter enacted. All applicable taxes will be paid by Buyer unless Buyer provides Seller with an appropriate and valid tax exemption certificate. If Buyer requests that Seller ship products to Buyer's customer, Buyer must provide Seller with a valid resale certificate or other valid exemption certificate for Buyer. Buyer hereby indemnifies Seller for all taxes, costs, fees, expenses, penalties, and other charges if Buyer cannot provide adequate evidence that it remitted the applicable sales tax to the destination state. Any amounts paid at any time by Seller that are the responsibility of Buyer shall be invoiced to Buyer and reimbursed to Seller. Seller collects sales and use taxes for sales shipped to the State(s) of Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, and Wisconsin. Additional states may be added without notice. At Seller's discretion, any such taxes, charges or withholdings may be added to the price for any products or may be billed separately. Buyer will pay all such taxes and charges, on or before their due dates.

## Acceptance of Orders:

Only valid Purchase Orders or written requests from customers that include our product model number, product description, customer purchase order number, price, shipping address, billing address, and any special instructions will be accepted as an order.

## Return Merchandise:

No merchandise may be returned without prior written authorization in the form of an RGA document. All non-stock, special, custom, or modified versions of factory-produced items are non-returnable. Requests to return merchandise must be submitted within 30 days from date of receipt. Once an RGA is issued, the customer has 30 days to return the product(s). Factory credit will be issued based on the original invoice price less restocking and factory paid outbound and inbound freight expense. Credit will only be given for merchandise returned in new, uninstalled, saleable condition. Restocking fees for manufactured products are 30%. Resale items including lamps and ballasts may incur a substantially higher restocking rate.

## Cancellations/Revisions and Charges:

Written request for cancellation or revision is required on any confirmed orders from the purchasing agent and must be sent to [orders@ilp-inc.com](mailto:orders@ilp-inc.com). Email acceptance/denial of request will be sent within 48 hours after request. Cancellation charges occur when material has been procured or manufacturing has begun. Once a product has shipped, it will be treated under our Return Merchandise parameters noted above.

## How we ship:

- Gaylord Boxes
- Shrink Wrapped
- Banded
- Corner Boards
- "Do Not Stack" Cone
- Fragile stickers on all sides



Each shipment includes a packing list that provides a detailed description of the count and contents of the boxes and skids. The shipment must be checked against the packing list and any missing boxes must be noted on the carrier's bill of lading before allowing the driver to leave. If the shipment is missing the packing list, contact the factory immediately and one will be faxed or emailed. Do not sign for shipments if the packing list cannot be verified.

## Transportation Claims:

ILP will pack and wrap all products appropriately for shipment. Each skid shipped standard LTL, will include shrink wrap, corner boards, fragile labels, and "Do Not Stack Cones" and will look similar to the image shown below. If any of these items are missing, there is a high possibility that the carrier repackaged our skid and special attention should be paid. Once the product leaves our facility, ILP is no longer responsible or liable for any damage incurred to the product.

**It is the responsibility of the receiver to ensure that the delivery is inspected for damage and/or missing parts and filing the claim with the carrier. If there is damage, it must be noted on the shipper's bill of lading before allowing the driver to leave. Do not let the driver rush you!**

In the case of severe damage, the material may be refused and the factory must be notified immediately. A freight claim must be filed with the carrier within 30 days from the date the material was shipped if the damages were noted on the bill of lading at the time of delivery and within 5 days if the damage is concealed. All carrier freight claims are subject to their terms and conditions and the factory does not insure damage free transit.

## Small Package Shipments:

ILP charges a \$10.00 per box fee for all small parcel shipments (i.e. FedEx or UPS) to cover additional packaging put in place to help ensure material arrives in good condition. This amount will show on the customer invoice as a shipping/handling fee.

# Freight Allowances

## Freight Allowance (Continental US):

The customer's ship to location and product type listed on the map below will determine the minimum amount their order must reach to qualify for free freight. ILP will only take responsibility of the freight charges for standard ground delivery. The carrier, ship from location, and method will be of our choosing unless the customer specifies differently on their PO. Any additional requirements needed or specified by the customer that result in added fees (i.e. expedited service, delivery appointment, lift gate, locations deemed limited access by carrier, residential area, or other) must be communicated at the time the order is received and will be the responsibility of the customer. Special pricing arrangements on products may forfeit this allowance. Requests for next day air or expedited freight shipments must be specified on the PO when submitted to ILP. The customer's UPS or FedEx account number must appear on the PO. Failure to supply this information will delay shipment of the material. Any request for partial shipments or orders submitted with multiple releases, must be submitted in writing. If the order meets prepaid freight, ILP will cover the

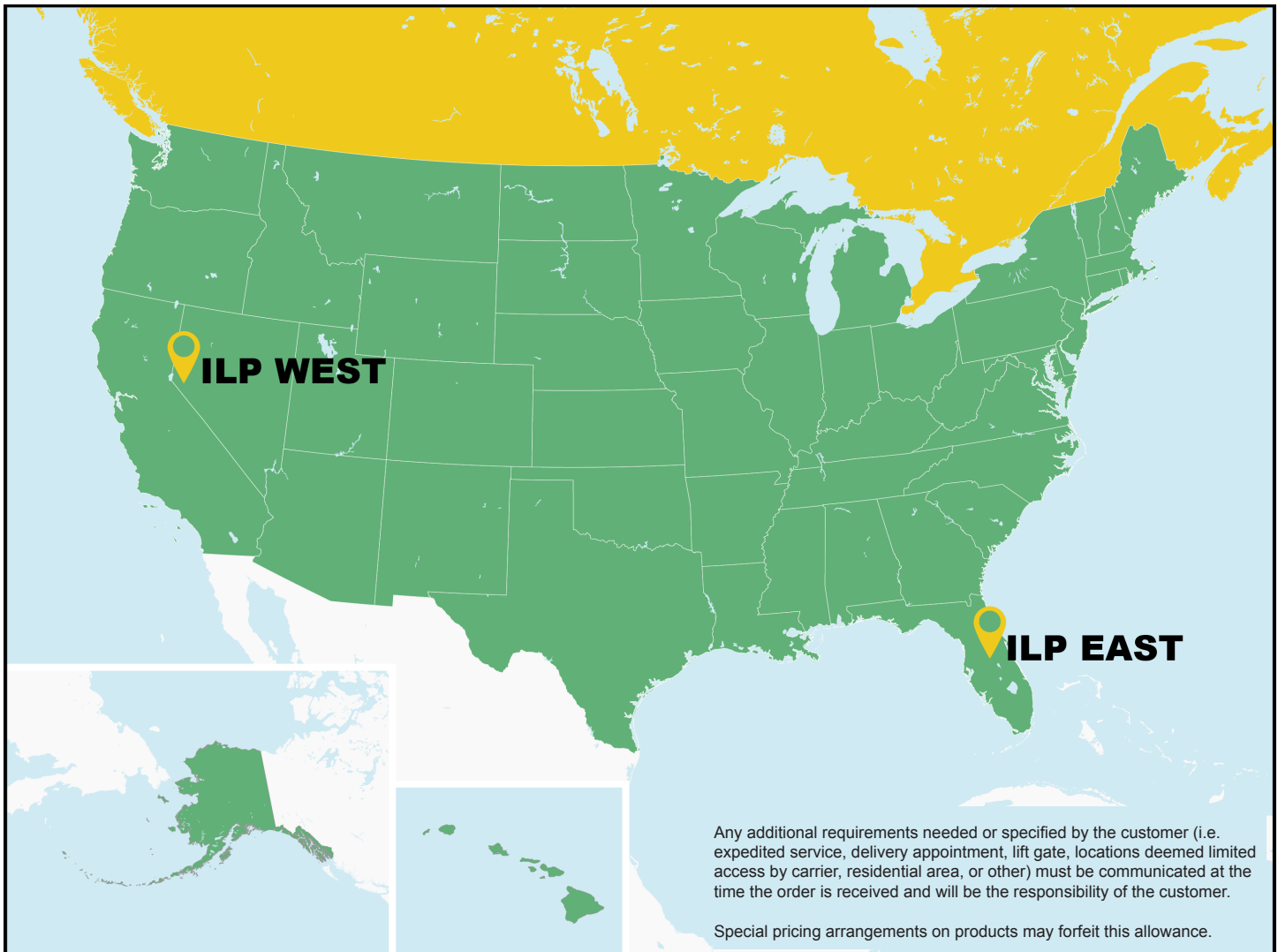
freight on one of the shipments. If the order meets prepaid freight, ILP will cover the freight on one of the shipments. Any additional partial shipments will be accommodated if possible, however the freight charges will be added to the invoice at the time of shipment. Please contact ILP with any questions regarding the terms.

## Freight Allowance (Alaska & Hawaii):

ILP will cover standard ground freight, under the Continental terms, to get material to a freight forwarder within the Continental U.S. It is the customer's responsibility to arrange delivery of the material to the final destination from that point.

## Freight Allowance (Canada):

All broker information must be clearly spelled out on the PO at the time it's submitted to ILP and these charges are the responsibility of the customer. All additional terms and conditions apply as stated under the Continental US Freight Allowance above.



U.S.		Canada	
All Fixtures	Fluorescent Kits Only	All Fixtures	Fluorescent Kits Only
\$1,000	\$3,000	\$5,000	\$7,000

# Limited Product Warranty

Industrial Lighting Products, Inc. ("ILP") warrants its lighting fixtures to be free from defect in material and workmanship for a period of five (5) years from the date of shipment from ILP's facilities.

This Factory Warranty applies only when the lighting fixtures are installed in applications in which ambient temperatures are within the range of intended operating temperatures as stated on the individual specification sheets.

This Factory Warranty excludes damage of any kind resulting from improper installation, misuse, abuse, accidents, misapplications, or natural disasters. Mishandling, improper maintenance, or modifications will void this warranty. Exposure to water, lubricants, or chemicals that can affect the electronics or components will void this warranty. It is the customer's responsibility to evaluate the environmental conditions that may affect the product and determine if the products selected are appropriate.

If a lighting fixture fails to comply with the terms of this Factory Warranty, at ILP's option, ILP will repair or replace the fixture(s) with the same or a functionally equivalent fixture(s) or component part. This Factory Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. Outdoor fixtures (ie: Floodlights, Area Lights, and Wall Packs) will be requested to be returned to ILP for a detailed failure analysis. Photos of the fixtures installed are required before an RMA will be issued. Please contact ILP for further information on these types of failures.

All lamps and ballasts carry the manufacturer's warranty and are not covered under the factory warranty. General warranties for other electrical components including, but not limited to sockets, sensors, plugs, and cords are subject to the original equipment manufacturers' terms and conditions and are subject to change. The LED array(s) in an LED Luminaire(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual LED in the Luminaire(s) fail to illuminate.

Warranty claims regarding a lighting fixture(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized ILP customer service representative. Lighting fixture(s) or LED arrays may be required to be returned for inspection and verification of non-conformance by ILP, but no fixture(s) or LED arrays will be accepted for inspection, verification or return unless accompanied by a "return material authorization number" which can be obtained only from an authorized ILP customer service representative.

ILP reserves the right to modify or discontinue this Factory Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any lighting fixture(s) purchased after such modification or discontinuance. Except as set forth in this Factory Warranty, all other provisions in the applicable ILP Terms and Conditions of Sale apply to any lighting fixture(s).