

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. **ILP will charge a \$20.00 small order charge on any order received for \$100.00 or less.**

Return Merchandise:

No merchandise may be returned without prior written authorization in the form of an RGA document. All poles, anchor bolts, outdoor brackets, 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, salable condition. Restocking fees for applicable products are 30%. Resale items including lamps and ballasts may incur a substantially higher restocking rate.

- Any unauthorized returns or shipping containers that do not bear a return authorization number:
 - Will not qualify for a credit:
 - If valued over \$1000: Customer will be notified and will have one week to arrange pick up and return the material back to their facility at their expense. If no response is received in one week, material will be disposed at the discretion of ILLUMUS.
 - If valued less than \$1000: Product will be disposed immediately at the discretion of ILLUMUS with no notification to customer.

**** Exceptions:** If carrier returns a shipment to ILLUMUS due to damage or undeliverable address without notifying the customer, ILLUMUS will notify the customer and confirm reshipment details.

How we ship:

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



General Terms and Conditions Continued

Cancellations/Revisions and Charges:

Requests for changes or cancellations may be permitted, but is not guaranteed, and at the sole discretion of ILP Management. Written consent from ILP must be obtained prior to the cancellation or change on any order. 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. 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. ILP Poles and Outdoor Mounting Brackets cannot be canceled within 3 weeks of the product ship date and/or 2 weeks after order acknowledgment, whichever comes first. ILP Poles and Outdoor Mounting Brackets ship-to address changes must be made within 10 DAYS following confirmation of order. If a ship-to address change is requested beyond this deadline, it will be subject to a change-fee up to \$250.00USD. Pre-shipped anchor bolts are non-cancelable items. Once a product has shipped, it will be treated under our Return Merchandise parameters noted above.

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.

Retention of Environmental Attributes:

Unless otherwise agreed to in writing by Seller, Seller retains all rights and interests, free and clean of any claims, liens, and encumbrances in favor of Buyer, in and to all environmental attributes that may be associated with the products sold under this Agreement (which attributes include, among other things, all characteristics that enable the energy that such products produce, consume, or avoid consuming to qualify for incentives and payments, other than with respect to ratepayer-funded incentive programs offered by or on behalf of an electric or natural gas utility).

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 customers 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. 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):

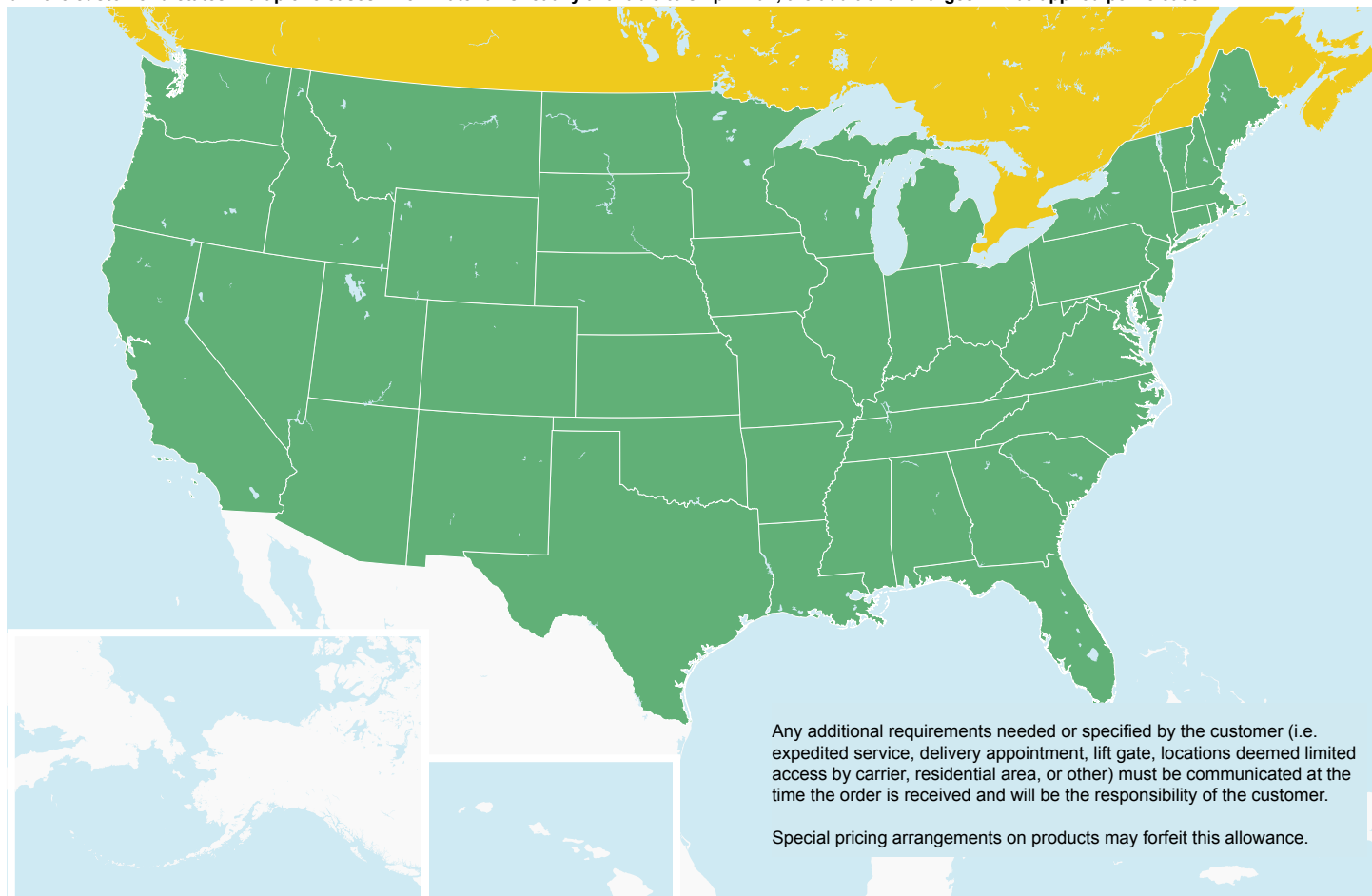
ILP will cover standard ground freight, under the Continental terms, to get material to a freight forwarder within the Continental U.S. It is the customer's responsibility to arrange delivery of the material to the final destination from that point.

Freight Allowance (Canada):

All broker information must be clearly spelled out and provided on all Purchase Orders, Complimentary Sample Orders, and Warranty Replacement Claims when submitted to ILP as all brokerage charges and other charges are the responsibility of the Buyer. All additional terms and conditions apply as stated under the Continental US Freight Allowance above

Notwithstanding the foregoing, Buyer may specify a particular shipping method in its order and if such method or other Buyer requirement results in added fees or costs (i.e. expedited service, delivery appointment, lift gate, locations deemed limited access by carrier, residential area, or other) such fees and costs must be communicated at the time the order is received and will be the responsibility of the customer.

- a. If an order is released in full by the Buyer and the Seller has insufficient inventory at a single location, requiring Seller to pull from multiple locations and therefore have multiple shipments, lift gate and/or other added expenses, the Buyer will only be charged for one shipment.
- b. If the customer dictates multiple releases when material is readily available to ship in full, the additional charges will be applied per release.



U.S.			Canada		
All Fixtures	Fluorescent Kits Only	Poles & Outdoor Mounting Brackets*	All Fixtures	Fluorescent Kits Only	Poles & Outdoor Mounting Brackets
\$2,500	\$3,000		\$5,000	\$7,000	Contact Factory

*Price dependent on qty and/or location; see pricing guide or sales rep for details

5 Year Limited Product Warranty

This limited warranty is provided by Industrial Lighting Products, LLC (Seller) to the original purchaser. Seller warrants that the Product(s) (defined as a fixture housing(excluding finish), LED boards, and driver) when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of FIVE (5) YEARS from the date of original purchase. Third party components, such as sensors, battery backups, surge protectors, step down transformers, generator transfer devices, and other accessory type items are subject to the original equipment manufacturers' terms and conditions and are subject to change; these items are not covered under this warranty unless otherwise noted in writing on company letterhead. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely because of the failure of individual LED components to emit light if the number of inoperable components is less than 15% of the total number of LED components in the Product. If Seller determines the Product is defective, Seller will elect, at its sole discretion, to refund the purchase price of the Product, repair the Product, or replace the Product with the same or a functionally equivalent fixture(s) or component part.

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 product specification sheets.

This limited warranty will not apply to any loss or damage to the Product caused by: Exposure to water, lubricants, or chemicals that can affect the electronics or components; negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or an authorized electrical contractor. It is the customer's responsibility to evaluate the environmental conditions that may affect the product and determine if the products selected are appropriate.

This limited warranty excludes field labor & service charges related to the repair or replacement of the Product without managerial approval prior to any work being performed. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.** Seller reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

To make a warranty claim, you must notify Seller in writing within thirty (30) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to ILP, Attn: Warranty Department, 3224 McCraney Loop, Sanford, FL 32771. 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.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT. This warranty is effective for purchases of Product from the date of shipment from Seller facilities. Seller reserves the right to modify this warranty at any time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

10 Year Limited Product Warranty

This limited warranty is provided by Industrial Lighting Products, LLC (Seller) to the original purchaser. Seller warrants that the Product(s) (defined as a fixture housing(excluding finish), LED boards, and driver) when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of TEN (10) YEARS from the date of original purchase. Third party components, such as sensors, battery backups, surge protectors, step down transformers, generator transfer devices, and other accessory type items are subject to the original equipment manufacturers' terms and conditions and are subject to change; these items are not covered under this warranty unless otherwise noted in writing on company letterhead. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely because of the failure of individual LED components to emit light if the number of inoperable components is less than 15% of the total number of LED components in the Product. If Seller determines the Product is defective, Seller will elect, at its sole discretion, to refund the purchase price of the Product, repair the Product, or replace the Product with the same or a functionally equivalent fixture(s) or component part.

This Factory Warranty applies only when the lighting fixtures are installed in applications in which ambient temperatures are within the range of operating temperatures and operating hours are mutually agreed upon on the TEN (10) YEAR warranty request form. Upon written approval from factory, TEN (10) Year warranties are purchased as separate line items on purchase orders by the customer and are one-time non-refundable transactional costs.

This limited warranty will not apply to any loss or damage to the Product caused by: Exposure to water, lubricants, or chemicals that can affect the electronics or components; negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or an authorized electrical contractor. It is the customer's responsibility to evaluate the environmental conditions that may affect the product and determine if the products selected are appropriate.

This limited warranty excludes field labor & service charges related to the repair or replacement of the Product without managerial approval prior to any work being performed. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.** Seller reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

To make a warranty claim, you must notify Seller in writing within thirty (30) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to ILP, Attn: Warranty Department, 3224 McCraney Loop, Sanford, FL 32771. 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.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT. This warranty is effective for purchases of Product from the date of shipment from Seller facilities. Seller reserves the right to modify this warranty at any time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

1 Year Limited Pole Warranty

This warranty covers any defects in materials or workmanship under normal use and service, excluding finish, for a period of One (1) Year from the date of shipment from ILP's facilities.

Any goods found to be defective, upon examination by ILP, shall be repaired or replaced without charge within the continental United States.

ILP will not be responsible under this warranty for any product failures that result from improper installation, overloading, accidents, acts of nature, improper storage, exposure to hazardous substances, alterations, modifications, or negligence of the purchaser or end user. All ILP poles are warranted to meet listed EPA requirements, any pole which has a lower EPA rating than the indicated wind-loading zone where the pole will be located is specifically excluded from this warranty. Pole fatigue, damage or failure caused by or resulting from induced vibration, harmonic vibration or resonance associated with the movement of air currents around the product or by any other local condition are specifically excluded from this warranty. Pole fatigue, damage or failure caused by or resulting from the attachment of banners, flags, streamers, signs, baskets, planters, and other extraneous items to a pole are specifically excluded from this warranty. Pole locations outside the United States are specifically excluded from this warranty. This warranty does not cover the labor required to remove and/or reinstall the original or replacement parts, nor does it cover the cost to ship the replacement parts or the cost to return ship the original parts. All export taxes, fees and duties occurring from warranty shipments beyond the continental United States will be the customer's responsibility.

To make a warranty claim, you must notify Seller in writing within thirty (30) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to ILP, Attn: Warranty Department, 3224 McCraney Loop, Sanford, FL 32771