

STANDARD TERMS AND CONDITIONS OF SALE FOR AXIS LIGHTING

REMIT TO: AXIS LIGHTING INC.
8600 DECARIE, SUITE 30
MONTREAL, QC, H4P 2N2
TEL: 514-948-6272

FREIGHT ALLOWANCE: Deliveries are F.O.B. Factory with freight allowed on shipments of products valued at \$5,000.00 net (at quoted price) and above to all points in North America (except Alaska and Hawaii) shipments of less than \$5,000.00 net value are subject to freight charges. Additional charges can apply for express, partial, or other shipments.

CLAIMS: All products are shipped at purchaser's risk. Responsibility for product transfers to the transportation company upon pick up. Title passes to purchaser upon delivery by us to carrier, and all claims for damages or shortages in transit shall be made with delivering carrier. All other claims including those for damages or missing parts, must be made in writing to AXIS within 15 days of receipt of shipment.

RETURNS: Products may be returned only with a written RGA (returned goods authorization) from AXIS. Returned shipments must be prepaid and in the original cartons. All returns are subject to a 50% re-stocking charge plus any cost of reconditioning. Minimum re-stocking fee is \$100.00. There will be no charge for re-stocking or shipment of products deemed defective in our material or workmanship when the authorized return is completed within the warranty period. Custom fixtures are non-refundable.

WARRANTY: All AXIS products are tested and inspected before shipment and are warranted to be free of defects in material or workmanship for a period of one year from date of shipment from our factory. Any such defective products will be repaired or replaced at the option of AXIS provided a written claim is made within this warranty period. AXIS will accept no charges for any labor, repair cost or transportation charges without AXIS prior written authorization. AXIS retains the right to select the appropriate labor for warranty claims. The responsibility of AXIS for any defective material is limited solely to the replacement or repair of the material and does not include any incidental or consequential damages which may be incurred. No warranty exists other than that included above. This warranty does not apply to products that have been modified, improperly installed, used in conditions or for purposes other than which they are intended. No person, agent or distributor is authorized to give any other warranty on behalf of AXIS.

BALLAST WARRANTY: Ballast warranty is provided by the ballast manufacturer. All ballasts used by Axis Lighting are those of recognized manufacturers. Claims for defective ballast should be made directly to the ballast manufacturer through their service center. Labor charges for replacement of defective ballast will not be accepted by AXIS but must be authorized by the ballast manufacturer.

PRICES: All prices are subject to change without notice. Prices exclude lamps unless specified. Orders delayed or requesting shipment more than 6 months after the initial order is placed shall be subject to any changes in price.

QUOTATIONS: Prices quoted are subject to change when approved drawings have been received and reviewed. Quotation prices are valid for thirty days unless otherwise agreed to in writing.

ADDITIONS: Additions to orders already received and entered into production will be considered as new orders.

CHANGES: Changes to orders released to production will not be accepted.

CANCELLATION: All approved orders are considered non cancelable unless written consent is issued by AXIS. A cancellation fee will be based on costs incurred by AXIS prior to our receipt of cancellation notice. No cancellation will be considered without a formal written request from the customer.

DESIGN CHANGES: AXIS reserves the right to change design without prior customer notification.

MINIMUM BILLING: Minimum billing is \$ 500.00 net. Replacement parts covered by warranty are exempt from this minimum charge.

TERMS: Net 30 days from date of invoice. Late payments are subject to a 2% service charge per month. All orders are subject to acceptance by Axis and are contingent upon the ability to secure the necessary material and labor. Deposit of 35% of invoice amount is required on all custom orders when order is placed. An additional 35% is required prior to shipping. The balance is due 2% 10 days / Net 30 days.

SHIPPING DATES: Shipping dates given are Axis' estimates only and should not be considered a fixed or guaranteed date. Axis shall not be held responsible for any damages, penalties or charge backs of any kind resulting from delayed shipments or its inability to ship by the acknowledged date. Goods cannot be returned and orders may not be cancelled for failure to meet estimated delivery dates.