



**IVALO LIGHTING
TERMS AND CONDITIONS OF SALE**

1. Price and Payment Terms.

- 1.1 The prices listed do not include shipping, insurance, installation or any sales, use, property or any other tax levied by any governmental authority upon Ivalo or Customer. In the event that any taxes are levied upon or paid by Ivalo (other than tax on Ivalo's income), Customer shall reimburse Ivalo for the amount of such taxes when Customer is billed therefore by Ivalo. The prices listed are Ivalo's current prices on the date printed and subject to change without prior notice. Ivalo reserves the right to correct any printed errors.
- 1.2 For standard products, payment shall be fifty percent (50%) with Customer's order and the balance and the freight and insurance the earlier of seven (7) days before date of delivery to carrier or ninety (90) days after the date of the order. Payment shall be one hundred percent (100%) with Customer's order for custom models. Customer shall execute any financing statements or other documents that Ivalo requests to protect its purchase money security interest. Customer shall pay any and all shipping charges, insurance, and any taxes, duties or surcharges levied by any federal, state, county, municipal, or other governmental authorities or agencies relating to the products. If any amount due is not paid within thirty (30) days of the due date, Customer shall incur a service charge of one and one half percent (1-1/2%) per month on any and all unpaid balances
- 1.3 Custom models include but are not limited to finishes other than clear anodized brushed or satin finish, and include all colors and any other non-standard finishes.
- 1.4 Released orders over \$10,000 are freight allowed (ground and single shipment) for shipment in the contiguous United States – there will be a charge for split shipments. For Hawaii and Alaska freight will be prepaid to the designated port in the contiguous United States with collect charge beyond. The allowance of freight does not apply to international shipments.
- 1.5 Returns after shipment:
 - 1.5.1 All returns must be authorized in writing using Ivalo Lighting's standard RGA (Returned Goods Authorization) form. Reason for requested return must be clearly stated if other than those noted on the form.
 - 1.5.2 Returns will be accepted only within 60 days of shipment.
 - 1.5.3 Unauthorized returns will not be accepted
 - 1.5.4 Returns will not be accepted without exterior packing list and label supplied with the approved RGA.
 - 1.5.5 Return goods are subject to inspection.
 - 1.5.6 Restocking charges, unless waived in writing, are 50% for standard product. Restocking refers only to product that has already been shipped from the factory.
 - 1.5.7 Specials, customs, modified products or discontinued products are not returnable except in the case of factory error.

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1.6 Cancellations.

- 1.6.1 Orders for specials, customs, or modified product cannot be cancelled after they are in any process of manufacturing. The customer is fully liable for all expenses incurred for engineering, tooling or components ordered or completed by Ivalo Lighting prior to manufacturing.
- 1.6.2 Orders for standard product may be cancelled 14 days before their manufacturing date at no charge. Orders for standard product that are cancelled less than 14 days before manufacturing or after manufacturing are subject to a 50% cancellation charge. Cancellation must be made in writing and refer to the Ivalo lighting C.O. (Customer Order) number.

2. Delivery/Time; Designated Sites.

- 2.1 Delivery of products shall be made for and on behalf of Customer, by a carrier selected by Ivalo. Delivery for standard product is 4-6 weeks and delivery for custom products will be made at time of order. Ivalo shall package all products for shipment F.O.B. Huntingdon Valley, Pennsylvania. Ivalo shall not be required to reschedule delivery dates unless it receives written notice at least fourteen (14) days prior to the applicable delivery date. No order or release shall be rescheduled or delayed more than twice. Ivalo shall not be liable for delay in manufacture or delivery nor for damages resulting there from, if any.

Although the carrier may be selected by Ivalo, carrier shall not be the agent of Ivalo, nor shall Ivalo assume any liability regarding any shipment, including risk of loss or damage to the products. Claims for freight related damage or delays should be made to the carrier.

- 2.2 Customer shall furnish to Ivalo at least 45 days before the scheduled delivery date, the designated sites to which the products shall be delivered; provided that Customer may change a delivery site by written notification to Ivalo fourteen (14) days in advance. In the event that Customer shall fail to indicate a designated site, Ivalo may ship the products to Customer's address in Ivalo's records which shall be deemed Customer's designated site for the products.
 - 2.3 Unless otherwise requested in writing, orders shall be shipped complete when the entire order is complete. Ivalo reserves the right at its sole discretion to make partial shipments.
- 3. Product Changes. Ivalo reserves the right to change details of design, materials or finish that shall not substantially alter installed appearance or substantially reduce function or performance.
 - 4. Site Preparation and Installation. At Customer's sole cost, Customer shall prepare the sites for the installation of the products. In no event shall Ivalo be liable for any failure by Customer to properly prepare any site for the installation of the products.
 - 5. Warranties.
 - 5.1 Ivalo warrants for 1 year from the date of purchase, that the products shall be free from defects in workmanship or materials. In the event of Ivalo's breach of this warranty, Customer's sole remedy

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shall be repair or replacement by Ivalo of the defective component of the products in accordance with the provisions hereof.

- 5.2 This warrantee does not cover ballasts (which are covered by a separate warrantee by the ballast manufacturer).

5. Warrantees – Continued

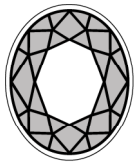
- 5.3 Ivalo shall correct any such defect (parts and labor only) when the product is returned to Ivalo Lighting's factory or service depot, freight and insurance prepaid, by Customer, and properly packaged in sealed cartons. Return authorization must be obtained from Ivalo before returning the products to Ivalo. The repaired products shall be returned to the Customer freight and insurance prepaid by Customer. Returns must be made within thirty-one (31) days of the issue date of the return authorization. To obtain a RGA number, please call Ivalo Lighting at (215) 659-8841 or email at support@ivalolighting.com. No fixtures will be accepted without a RGA number. Ivalo shall not be responsible for damage resulting from improper packaging by customer.
- 5.4 Under this warranty Ivalo may at its option repair or replace the defective products or components. Ivalo shall not ship replacement products or components until the defective products or components are received (freight prepaid) at the Ivalo factory or service depot. The model number, serial number and proof of purchase must be furnished by the Customer at the time of request for warranty service. Also please provide a brief description of the problem.
- 5.5 Any and all warranties granted hereunder shall be invalid, if, in Ivalo's judgment, the products or any components thereof have been subjected to misuse, abuse, neglect, accident, improper installation or application, alteration, modification, failure to follow installation or operating instructions or warnings in the installation manual, or neglect in use, storage, transportation or handling, or if the serial number plates or any other identifying information have been removed, defaced or altered, unauthorized repairs have been done or if damage results from failure to provide appropriate site preparation, including adequate space and electrical power; acts of nature or disaster, such as, but not limited to, floods, fire, winds, lightning, and earthquakes; accidents, vandalism, burglary, addition of unauthorized products or attachments or accessories; unauthorized installation; or failure due to fluctuations of electrical power or the use of foreign conductive materials.

6. Limitation of Liability.

- 6.1 NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY TO THE PRODUCTS. THE EXPRESS OBLIGATION STATED HEREIN IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF IVALO FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE PRODUCTS.

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- 6.2 IN NO EVENT SHALL IVALO BE LIABLE FOR LOST PROFITS, OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR PENALTIES OR CHARGEBACKS, EVEN IF IVALO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY LOSS IN CONNECTION WITH OR ARISING OUT OF THE USE, PERFORMANCE, OR DELIVERY OF ANY PRODUCTS AND IN NO EVENT SHALL IVALO BE LIABLE FOR ANY DAMAGE CAUSED BY THE NEGLIGENCE OF CUSTOMER AND/OR ANY USER OR BY ANY USE BY ANY PARTY OF ANY PRODUCTS OR PARTS FOR PURPOSES OTHER THAN THOSE FOR WHICH THEY WERE INTENDED, OR FOR ANY CLAIM OR DEMAND BY ANY OTHER PARTY. SHIPPING DATES ARE IVALO LIGHTING'S ESTIMATES AND SHOULD NOT BE CONSIDERED A FIXED OR GUARANTEED DATE. GOODS CANNOT BE RETURNED FOR FAILURE TO MEET THE ESTIMATED DELIVERY DATES.
- 6.3 THE OBLIGATIONS OF IVALO LIGHTING UNDER THIS WARANTEE ARE LIMITED TO REPAIR OR REPLACEMENT OF A DEFECTIVE PART AS STATED ABOVE.
6. Limitation of Liability
- 6.4 THIS WARANTEE SHALL CONTINUE IN FORCE IN CASE OF WARANTEE REPAIRS OR PRODUCT REPLACEMENT, BUT THE WARANTEE PERIOD SHALL NOT BE EXTENDED DUE TO SUCH REPAIRS OR REPLACEMENTS.
- 6.5 LISTINGS. IVALO LIGHTING SYSTEMS ARE LISTED BY THE MAJOR TESTING LABORATORIES, UL AND FCC. IVALO LIGHTING'S PRODUCTS ARE ONLY LISTED WHEN USED AS A COMPLETE SYSTEM; THAT IS WHEN ALL COMPONENTS INCLUDING BALLASTS, HAVE BEEN PROVIDED BY IVALO LIGHTING. SUBSTITUTING ANOTHER MANUFACTURER'S PRODUCT WILL RENDER THE LISTINGS COMPLETELY VOID. IVALO LIGHTING WILL BE REMOVED FROM LI ABILITY AND ANY INSURANCE TO WHICH YOU MAY HAVE BEEN ENTITLED WILL BE JEOPARDIZED.
7. Force Majeure. While Ivalo shall exercise every reasonable effort to meet the expected shipment date or dates reasonably requested by Customer, Ivalo shall not be liable for loss or damage due to delays resulting from any cause beyond its reasonable control, or due to compliance with any government law or regulation, acts of God, acts or omissions of Customer, fires, strikes, floods, weather, disputes with workmen, embargoes, wars, riots, epidemics, quarantine restrictions, delays or shortages in transportation or shipment of products, production or engineering delays or inability of Ivalo or its vendors to secure adequate materials, manufacturing facilities or labor on schedule or other causes beyond Ivalo's control. Any such cause shall extend delivery dates to the extent of the delay so incurred. Ivalo reserves the right to allocate its inventories and current production without liability as it sees fit when, in the opinion of Ivalo, government regulations or other causes, make such action necessary.
8. General.
- 8.1 Indulgences, etc. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or future exercise of the same or of any other right, remedy, power or privilege with respect to any other occurrence.

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- 8.2 Governing Law. Regardless of the place of contracting, place of performance or otherwise, these provisions and any amendments, modifications, authorizations, additions or supplements hereto, and all questions relating to their validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any rule of construction as to which party drafted these provisions and without regard to the conflicts of law rules governing in the Commonwealth of Pennsylvania.
- 8.3 Integration. These provisions, contain the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous proposals, agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. These provisions may not be modified or amended other than by an agreement in writing, signed on behalf of Ivalo by its President. Any conflicting terms in Customer's purchase order, release or any other documents shall be null and void and of no effect. In the event of a conflict between Customer's written purchase order and Ivalo's drawing or catalog page marked "approved" by Customer, the drawing or catalog page shall prevail.

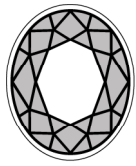
8. General

- 8.4 Jurisdiction and Venue. The parties hereto irrevocably acknowledge and agree that any suit, action, claim or other proceeding, legal or equitable ("Proceeding") arising out or from, in connection with or as a result of any of the transactions contemplated hereby, shall be brought exclusively in the state courts for the County of Montgomery, Pennsylvania or the courts of the United States for the Eastern District of Pennsylvania. Each party hereto unconditionally and irrevocably assents and submits to the jurisdiction and venue of each such court in any Proceeding, and unconditionally and irrevocably waives any objection that it may now or hereafter have to jurisdiction or venue in any such Proceeding in any of such courts. Any and all service of process and any other notice in any such Proceeding shall be effective against any party hereto if given by certified mail, return receipt requested, or by any other means of mail which requires a signed receipt, postage prepaid, mailed to such party as herein provided.
- 8.5 Number of Days. In computing the number of days for purposes of these provisions, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.
- 8.6 Catalog errors. Every effort is made to avoid errors in catalogs, price sheets, or forms. Ivalo Lighting will not accept responsibility or labor charge backs in connection with errors (measurements, prices, descriptions, etc.).

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