

Standard Terms and Conditions

Pricing

- All orders are subject to effective prices and terms of sale in effect on date of shipment, and are subject to change without notice, unless otherwise Authorized and specified in writing by Lexington Lighting Group, LLC d/b/a Vantage Lighting ("Vantage"). All prices are subject to additional federal, city and state taxes, if applicable, unless appropriate exemption certificate is filed with Vantage.
- All non-LED fixtures are sold without lamps, unless otherwise specified. Custom products are subject to a 50% deposit and are non-cancelable after approval.
- Any order less than \$1,000 will be subject to a \$100 processing fee.

Terms of Payment

- Terms are Net 30 Days for approved buyers from whom Vantage has received confirmation of proper credit approval and trade references. All orders from unapproved buyers must be prepaid prior to delivery. There will be a \$50.00 service charge for all returned checks. Vantage reserves the right to charge a finance charge of 1.5% on any past due balances.
- Vantage may at any time limit or cancel the credit of a previously approved buyer if, in the opinion of Vantage, such buyer has become impaired or has an unsatisfactory credit history. In this instance, Vantage may require such buyer to prepay for some of all of such buyer's orders prior to delivery.
- Vantage shall be entitled to reimbursement for all costs and expenses incurred in connection with collection of any amounts for goods sold in the event of nonpayment within terms.

Quotations

- Prices issued by a written standard quotation are firm for 60 days from date of quotation. Purchase orders received and acknowledged within this 60 day period will be price protected for shipment within 90 days from the date of order entry. The pricing for hold for release orders will be honored for 90 days. Vantage is not bound by and hereby expressly rejects general conditions of sale and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by buyer. Course of performance, course of dealing, and usage of trade shall not be applied to modify these Standard Terms and Conditions.

Delivery and Transportation

- All shipments are F.O.B. factory with exception to the following freight allowances: orders placed \$2,500 net value (east of the Mississippi), and \$3,000 net value (west of the Mississippi), domestic freight will be prepaid by Vantage with no charge to the customer. Freight allowance for Canada and Mexico is \$3,000.00 net U.S. value.
- Shipment terms of FOB factory mean that the buyer is responsible for the entire value of any lost shipment.
- Additions to original orders already processed shall be considered a new separate order and the above freight allowances will apply.
- Vantage reserves the right to select carrier and to exercise its sole discretion in routing all shipments. Notwithstanding the foregoing, in the event that a shipment is made in accordance with a buyer's special instructions (whether as to, Outing, Carrier, Or otherwise), any additional carrier cost shall be paid by the buyer.
- The shipment date mentioned on our order acknowledgment is Vantage's best approximation of the probable shipment date and is not a fixed or guaranteed shipment date. Vantage makes no warranty whatsoever regarding shipment dates. Shipment of products is subject to any and all delays due to any condition and happening whatsoever beyond the control of Vantage, including but not exclusive of strikes, fires, riots, wars, act of God, inability to obtain materials, governmental regulations or other conditions.
- Vantage shall not be responsible for any damage or loss resulting, whether directly or incidentally, from delayed, damaged or lost shipments or its inability to ship as mentioned above and will not accept charge backs due to delays. Vantage reserves the right to refuse to make direct shipments to destinations outside the buyer's regular service area(s).

Packaging

- Method of packaging is at the sole discretion of Vantage. If a buyer requires special packaging for any reason, any and all charges for additional packaging, handling and delivery shall be incurred by such buyer.

Return Goods

- Request to return non-defective products must be made within 10 days from date of shipment and is subject to a minimum restocking charge of 25%. A product may not be returned after initial installation.
- Special, made to order, expedited shipments or discontinued products are not subject to return.

- Products must be returned in the original factory cartons in saleable condition, otherwise
- Vantage reserves the right to charge additional restocking fees and/or rescind a prior credit approval for such buyer.
- No products are to be returned without prior written authorization from Vantage, i.e., Return Material Authorization (RMA). Returns must be made freight prepaid within 30 days of the Vantage RMA date.

Limited Warranty

Subject to the limitations set forth herein, Vantage warrants to the buyer that its below specified LED components are free of defects in workmanship and materials during the limited warranty period set forth below (the "Applicable Warranty Period"). Such limited warranty is in lieu of all other warranties with respect to Vantage products including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. It is the sole option of Vantage to repair or replace any component found to have defective material or workmanship and returned to Vantage during the Applicable Warranty Period and such repair or replacement is the sole and exclusive remedy against Vantage. Vantage will not accept or assume any charge-backs or other third-party labor or material charges, fees, or other costs associated with a warranty repair or any warranty claim after the expiration of the Applicable Warranty Period. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY VANTAGE IN WRITING. THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY VANTAGE WITH RESPECT TO THE PRODUCTS AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL VANTAGE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A DEFECTIVE PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL VANTAGE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL EVEN IF VANTAGE WAS ADVISED OF OR WAS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.** This limited warranty is effective for the purchases of the Product on or after the effective date set forth herein and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. Philips reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty. If replacement parts are sent by Vantage, the customer will be invoiced for such parts and credited upon receipt and satisfactory review by Vantage of the defective parts. Such credit will not be issued if the returned parts are determined by Vantage to have been damaged by the customer or buyer. This limited warranty is void if the product is not used for the purpose it was intended or if it was (i) damaged by abuse, accident, misuse, neglect, alteration, power fluctuations, improper or faulty power supply, power surges or dips, induced vibrations, environmental contaminants, repair, disaster, mishandling, transit, acts of God, or improper installation, maintenance, alteration, assembly, unauthorized service, or testing; (ii) caused to fail by any product or component not supplied by Vantage, operation or use outside of the applicable specifications, improper site preparation, failure to follow prescribed operating, maintenance, installation, assembling, handling or environmental instructions, or any other cause external to the products or beyond the range of normal use of the products (including, without limitation, power fluctuations and electrical overdrive), or (iii) serviced by personnel not authorized by Vantage. This limited warranty excludes products which have been modified or have had the serial number altered, defaced or rendered illegible. This limited warranty excludes installation costs and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions below. Vantage shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of this product, or arising out of any breach of this warranty. No person, agent, distributor, Dealer or company is authorized to change, modify or extend the terms of this limited warranty in any matter whatsoever. For purposes of clarity, "repair

or replace the Product or the defective part thereof" does not include any reinstallation costs or expenses, including without limitation labor costs or expenses. The foregoing limited warranty listed above covers the following LED components, as factory installed in Vantage fixtures.

- Philips drivers, DLM and SLM LED modules
- OSRAM Optotronic drivers and PrevaLED LED modules and boards
- Bridgelux Vero series and V series LEDs
- CREE CXA and CXB LEDs and modules
- Xicato LED modules
- All drivers used on Vantage Capela™ Series, X-class, C-class, F-class fixtures and all drivers in fixtures based on Bridgelux Vero and V series LEDs
- Lutron dimmable drivers

The Applicable Warranty Period is limited to five (5) years from the date of shipment with respect to the above-listed components, with the exception of Lutron dimming drivers, with respect to which the Applicable Warranty Period is limited to three (3) years from the date of shipment. A five (5) year warranty period is offered by Lutron only with project Commissioning. This policy does not warrant consumables such as lamps, igniters, capacitors and other generally replaceable consumable items. Such items may carry a separate warranty which may differ from this policy. **VANTAGE'S OBLIGATIONS TO HONOR ANY APPLICABLE WARRANTY AS SET FORTH HEREIN, IS CONTINGENT UPON VANTAGE'S RECEIPT OF PAYMENT IN FULL FOR THE PRODUCT(S) ENTITLED TO SUCH WARRANTY.**

Claims for Loss or Damage

- If any product is delivered in damaged condition or cartons are missing, a notation must be placed on all papers signed by the receiver. If unreported or concealed damages are noticed after delivery, the carrier should be contacted by telephone and if carrier fails to send an inspector within five days, a request should be made in writing to the carrier, confirming the telephone request for an inspection.
- All shortages must be reported within 48 hours of receipt of freight. All requests for credit due to transportation loss or damage should be accompanied by properly signed papers.
- A claim for loss or damage must be filed with the carrier within 30 days from shipping date for UPS or other common carriers.
- Credit cannot be allowed for damage claims that are not properly substantiated with supporting papers or are not received by Vantage in a timely manner to file with carrier.

Consent to Jurisdiction and Forum Selection/Governing Law

• All matters shall be governed by Rhode Island law. All actions or proceedings arising out of, in connection with, or based upon the sale, manufacture, or warranty of products shall be governed by, and construed in accordance with, the laws of the State of Rhode Island, without regard to its choice of law principles, and shall be tried and litigated exclusively in the State courts located in the County of Providence, State of Rhode Island, and the Federal courts located in the District of Rhode Island. The aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of litigation with respect to or arising out of the sale, manufacture or warranty of Vantage's products in any jurisdiction other than Rhode Island. Buyer hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned State and Federal courts shall have in person jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to the sale, manufacture or warranty of products with Vantage. Buyer hereby authorizes and accepts service of process sufficient of personal jurisdiction in any action against it as contemplated by this paragraph registered or certified mail, return receipt requested, postage prepaid, to its address for the giving notices as set forth on buyer's invoice.

General

Vantage reserves the right, prior to shipment of any products, to change details of design, materials and finish of such products in any way so long as such changes will not significantly alter the installed appearance, or significantly reduce the function and performance, of such products. Subject to the foregoing reservation, products will be shipped in accordance with the standard styles and sizes described in the Vantage catalog or, if special or, made to order, in accordance with Vantage drawings and specification sheets. Vantage will not accept responsibility for labor charge backs in connection with errors of measurement, prices, descriptions, etc. All lighting fixtures are manufactured and tested to ANSI & UL standards #1598 and are ETL or UL listed.

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