

# Standard Terms and Conditions of Sale

## 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 Vantage Lighting. All prices are subject to additional federal, city and state taxes, if applicable, unless appropriate exemption certificate is filed with Vantage Lighting.

All fixtures are sold without lamps, unless otherwise specified. Custom products are subject to a 50% deposit and are non-cancelable after approval.

## Terms Of Payment

Net 30 days. Credit will be extended upon confirmation of proper credit approval and trade references. There will be a \$75.00 service charge for all returned checks. Finance charge of 1.5% on any unpaid balance. If material is not paid for within terms and conditions set forth in this document, Vantage reserves the right to void warranty.

Vantage Lighting may at any time limit or cancel the credit of the buyer if, in the opinion of Vantage Lighting, the buyer becomes impaired or has an unsatisfactory credit history. In this instance, Vantage also reserves the right to require buyer to prepay for goods 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 30 days from date of quotation. Purchase orders received and acknowledged within this 30 day period will be price protected for shipment within 90 days from the date of order entry. Hold for release orders will be honored for 120 days.

## Delivery and Transportation

Additions to orders already processed shall be considered separate orders and shall be priced accordingly.

All shipments are F.O.B. factory, with exception to the following freight allowances: orders shipped \$2,000 net value (east of the Mississippi), and \$2,500 net value (west of the Mississippi), and over, domestic freight will be prepaid by Vantage Lighting with no charge to the customer. Freight allowance for Canada and Mexico is \$2,500.00 net U.S. value.

All shipments are subject to a handling charge of \$15.00 UPS ground and \$20.00 for all other UPS services.

Vantage will use its discretion in routing all shipments, and reserves the right to select carrier. If any shipment is made in accordance with the buyers instructions, additional carrier cost shall be paid by the buyer.

The shipment date, if any, is Vantage's best approximation of the probable shipment date and is not a fixed or guaranteed shipment date. Shipment of merchandise is subject to any and all delays due to any condition and happening whatsoever beyond the control of Vantage Lighting, 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 shipments or its inability to ship as mentioned above. Vantage reserves the right to refuse to make direct shipments to destinations outside the buyers regular service area(s).

## Packaging

Method of packaging is at the discretion of Vantage Lighting. Export packaging may be charged as an extra.

## Return Goods

Request to return non-defective merchandise must be made within 60 days from date of shipment and is subject to a minimum of 25% restocking charge. If a product has been installed it may not be returned. Special, made to order, or discontinued merchandise is not subject to return. Merchandise must be returned in the original factory cartons in saleable condition, otherwise Vantage Lighting reserves the right to charge restocking and or decline credit. No products are to be returned without prior written authorization from Vantage, i.e., Return Goods Authorization (RGA).

Returns must be made freight prepaid with 30 days of the date of "RGA" from Vantage.

## Limited Warranty

Vantage Lighting warrants that its products (other than ballasts and lamps) are free of defects in workmanship and materials. Such warranty is in lieu of all other warranties including, without limitation, any implied warranties or merchantability or fitness for a particular purpose. Vantage, at its sole option, will repair or replace, F.O.B. our factory, freight prepaid, any Vantage product (other than ballasts and lamps) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Vantage and is limited to one year from date of shipment. Vantage reserves the right to determine to repair or replace. Any charge-back, or charge for labor and/or material, that does not have the written approval of Vantage will not be honored, accepted or paid by Vantage. Vantage will not be responsible for any consequential or incidental damages in connection with any breach at its aforementioned warranty. Buyer must issue a separate purchase order to Vantage Lighting for emergency replacement parts. Vantage reserves the right to issue credit upon return and testing.

Ballasts, emergency battery packs and lamps are covered by separate manufacturers' warranties. Vantage does not make any warranties whatsoever as to ballasts, emergency battery packs or lamps and will accept no responsibilities or liability whatsoever therefore.

All Vantage Induction fixtures come with a full five (5) year warranty.

## Claims for Loss or Damage

If merchandise 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. Concealed damage must be reported within 10 days of receipt. All request 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 Connecticut law.

All actions or proceedings arising in connection with the sale, manufacture of products shall be tried and litigated exclusively in the State and Federal courts located in County of Windham, State of Connecticut. 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 Connecticut. 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 State and Federal courts located in County of Windham, State of Connecticut 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 Lighting reserves the right to change details of design, materials and finish in any way that will not alter installed appearance or reduce function and performance. Merchandise 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.



Company \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title: \_\_\_\_\_