Terms of Payment 1% 10th net 25th

PRICES

Quoted prices are firm for orders placed within 30 days.

(a) Prices are subject to change without notice unless expressly designated as firm for a specified period pursuant to a written Quotation or Sales Order issued by Prudential Lighting.

(b) Any tax other than government charges shall be added to the prices.

(c) Freight allowances per schedule.

See freight allowance.

PRICE ADJUSTMENT (on Services Delivered)

Prices set forth on Quotation sheets or Sales orders apply to merchandise delivered within the period stated thereon. Prices for merchandise or services delivered after such date, where delivery is delayed for reasons beyond the control of Prudential Lighting or it's lighting component suppliers, shall be subject to Prudential Lighting's prices in effect at the time of delivery.

CONDITIONS OF THE SALE

(a) **Title and Risk of Loss:** Title, damages and risk of loss pass to and are borne by purchaser upon delivery by Prudential Lighting to carrier. Once order is shipped, merchandise must be accepted at point of delivery.

(b) **Acceptance Based on Prudential Lighting Written Quotation:** Prudential Lighting reserves the right of acceptance on any purchase order received. Acceptance of a purchase order is based on Prudential Lighting's written quotation and receipt of a purchase order. All purchase orders are subject to Prudential Lighting's terms and conditions stated herein. Any deviation in a purchase order from the written quotation requires a written change notification to accompany the purchase order and for Prudential Lighting to confirm that the change request was both received and accepted. Quoted prices are firm for 30 days or for the specific time indicated in writing by Prudential Lighting. Once the order has been accepted any requests for additional time shall be an additional cost at the current or renegotiated price.

(c) **Governing Laws:** The terms of sale of any product under this agreement shall be governed in accordance with the laws of the State of California. The parties hereby consent to the exclusive jurisdiction of the Federal District Court for the Central District of California or the jurisdiction of the State of California Superior or Municipal Court in Los Angeles, California. Buyer waives any objection on the ground of venue or forum non-convenient or any similar grounds; and consents to service of process by mail or in any other manner performed by the relevant law.

(d) **Guarantee and Waiver:** Prudential Lighting is not responsible for any obligations to purchaser other than to provide lighting fixtures and parts as specified by Prudential Lighting. The Company does not accept responsibility for take-offs on job specifications, nor for compliance with specifications that are not stipulated in the request for quotation. No orders are accepted per plans and specification or for guaranteed approval. All field measurements and dimensions are the responsibility of the contractor. Prudential Lighting shall be held harmless from any and all representations made by contractors not employed by Prudential Lighting.

(e) **Warranty for LED Fixtures:** This limited warranty is provided by Prudential Lighting company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). Seller warrants that the Product, 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. 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 as a result of the failure of individual LED components to emit light, if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to repair the Product or replace the Product. This limited warranty **WILL NOT APPLY** to loss or damage to the Product caused by: negligence, abuse; misuse, mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism or 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 its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.** Maximum liability, in any event, shall not exceed the unit per price of the product.

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or re-manufactured 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. In order 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 Prudential Lighting, 1774 E. 21st Street, Los Angeles, CA 90058.

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 on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to 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.

Warranty for Fluorescent Fixtures: All fluorescent fixtures manufactured by Prudential Lighting have a 3-year warranty against mechanical defects. This warranty does not include fixtures damaged by mishandling or misapplication. Lighting parts and electrical components not manufactured by Prudential Lighting are subject to the listed warranties of the applicable manufacturer. Prudential Lighting shall be held harmless and hereby denies any and all implied or expressed warranties made by manufacturers other than Prudential Lighting.

This warranty does not include the cost of any inconvenience or property damage due to the failure of the product sold and does not cover damage due to misuse, abuse, accident and/or damage arising out of transportation of such products. Maximum liability, in any event, shall not exceed the unit per price of the product.

Many products can be supplied with specialized components for dimming, controls, cold weather operation, etc. Confirmation of adaptability for special components must be obtained from the component manufacturer before ordering fixtures.

(f) **Claims:** All merchandise is properly packed for shipment. For extra protection, glass and certain plastic parts are packed separately. In the event of shipping damage, it is the sole responsibility of the buyer to file a freight claim.

(g) **Back Charges:** No back charges for any fieldwork on fixtures will be accepted without prior written authorization from Prudential Lighting.

(h) **Catalog/Price Book/Website Errors:** Every effort is made to prevent informational errors in any Prudential Lighting publications. Prudential Lighting will not accept responsibility and shall be held harmless from all loss and/or damages due to errors relating to, but not limited to dimension data, prices, descriptions, applications etc.

(i) **Acceptance by Buyer:** Retention by the buyer for a period of 10 calendar days after receipt of any shipment of goods sold under a purchase order shall constitute an irrevocable acceptance of the goods contained in the shipment, unless Prudential Lighting is notified in writing in accordance with the terms and conditions stated herein.

(j) **Returned Merchandise:** At Prudential Lighting's discretion, merchandise may be returned. Written authorization must be obtained from the factory before merchandise can be returned for credit. (Fixtures must be returned within 30 days of RGA issuance. No fixtures will be accepted after 30 days from invoice unless authorized in writing). Transportation must be prepaid on all returned merchandise. Credit will be issued at prices prevailing at time of shipment, or at the time of return, whichever is lower, provided the products are in sellable condition and are of current style and design. A restocking charge, the amount to be determined at time of request, based on the invoice price plus original freight costs involved, will be deducted from the credit to cover the cost of handling inspecting, and loss of profit. Custom-made or modified merchandise is not subject to return.

(k) **Change Orders:** After acceptance of purchase order, all requests for changes must be made in writing and shall not be effective unless accepted by Prudential Lighting.

FREIGHT ALLOWANCE

F.O.B. Prudential Lighting factories or warehouses. Freight shall be allowed on orders of $10,000.00 or more (material only, not overage). Where freight allowance is specifically authorized it shall be at the Seller's option to determine the carrier. Freight allowance is based on one single shipment within the Continental United States unless stated otherwise on the written quotation.

(a) Mounting hardware, which is requested prior to delivery of fixtures, will be shipped on a Prepay and Charge basis.

SHIPMENTS

All weights shown are approximate and are for estimating purposes only. Prudential Lighting will use it's own discretion in routing all freight allowed shipments. The acceptance of shipment by a licensed common carrier shall constitute a delivery.

(a) It is the Buyer's responsibility to accept shipment when ready, or to provide adequate storage of the shipment.

DATE OF SHIPMENT

A scheduled production date is not a guarantee that Prudential Lighting fixture products will ship on that specific date.

LATE DELIVERIES

Prudential Lighting will not be responsible for or incur any liability for costs associated with "late deliveries" based upon job schedules or contracts to which Prudential Lighting is not a signatory.

INTEREST ON PAST-DUE OBLIGATIONS

Any unpaid invoice due to Prudential Lighting shall bear interest at a rate of 10% per annum or the maximum rate allowed by law, from due date.

ATTORNEYS' FEE

Should legal action become necessary to enforce the terms of this agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in bringing forth and defending such action, including without limitation, reasonable attorney fees.

DISCREPANCIES

Notification of all claims for short shipments, price differences, freight discrepancies, etc, must be made in writing within 5 calendar days from the receipt of shipment and must include copies of all supporting information. Failure to report a discrepancy within the terms stated above shall be deemed a waiver.

IMPORTANT

The order is subject to all of the terms and conditions hereof, all of which are hereby accepted by Buyer.

The order becomes a binding contract when accepted by Seller at its office. Such acceptance by Seller shall be complete when (A) acceptance in writing is emailed by Seller to Buyer, or (B) when Buyer receives delivery of and retains in it's possession without immediate return or any written objection thereto for all or any part of the merchandise ordered hereunder, or (C) Buyer has given to Seller instructions relative to delivery dates, shipments, requests to bill and hold, or has otherwise assented to Terms and Conditions hereof as to all or any part of the goods referred to hereunder.

TRADING AREA

Prudential Lighting reserves the right to refuse acceptance or shipment of any order when destination is outside of the wholesaler's or agent's normal trading area.

CANCELLATIONS

Orders canceled before manufacturing begins will be subject to cancellation charges for costs incurred, engineering work performed and special purchased material. Orders canceled after the manufacturing has begun will be subject to additional cancellation charges inclusive of, but not limited to, material, labor, storage, overhead, profit and freight.

DISCLAIMER

Unless otherwise stated in the Company's literature, all luminaires and accessories manufactured by Prudential Lighting are designed for indoor use, at voltages from 90% to 105% of rated and ambient temperatures of 50F to 85F, installed in conformity with all applicable codes and regulations, and not subjected to unusual atmospheric content, wind, moisture, pressure, vibration or other abnormal ambient conditions. Since the ultimate use of these luminaires and accessories is beyond the control of the Company, said Company assumes no responsibility for their proper operation of safety other than the stated conditions or for any use other than that for which they were designed as described in the Company' literature, unless prior written approval has been obtained from the Company for the specific conditions.

Please sign and date acknowledging acceptance of Terms and Conditions.

SIGNATURE

DATE

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