

CONDITIONS OF SALE

PRICES: ALL PRICES herein supersede all previous Listings and are subject to change without notice. Canlet® reserves the right to change the price, if caused by any increases in material, labor or transportation which the company is required to pay. WRITTEN CONFIRMATION FROM THE PURCHASER MUST ACCOMPANY ALL ORDERS AND CHANGES.

Price deviations from the printed price list MUST HAVE PRIOR WRITTEN APPROVAL to be submitted with the respective Purchase Order.

MINIMUM ORDER VALUE: \$10.00

TERMS: NET 30 DAYS

CANCELLATIONS: No order may be cancelled without prior written request, or without payment for work performed. If an order is cancelled after shipment or if delivery is refused at destination all warehousing, delivery and return costs will be charged to the Purchaser.

All orders for <u>CUSTOM MADE PRODUCTS</u>, or for those designated as "SPECIAL" by Canlet® are final. Orders for CUSTOM MADE PRODUCTS, or for those products designated as "SPECIAL" by Canlet®, may not be cancelled or returned.

TRANSPORTATION: All orders will be shipped Prepaid and charge to the purchaser, unless Specified by Canlet®. Selection of carriers shall be at The discretion of Canlet®.

DAMAGE, LOSS OR SHORTAGE CLAIMS:

Consignee, prior to acceptance from carrier, must inspect ALL shipments for damage, loss or shortage upon receipt. Any visible shortages and/or damage concealed or otherwise should be noted on the carrier's PRO bill and a claim filed within the industry prescribed period by the carrier. Failure to enter a claim within the prescribed limits of the carrier can nullify any such claim, and does not obligate Canlet® to accept any claim.

Canlet® will not be liable in any manner for Damage or loss caused to a shipment by carrier.

Claims of the Short Shipment must be submitted in writing to Canlet® within 15 days of invoice date. In the event of such claims, Purchaser shall be required to make timely payment to Canlet® of any amount which is undisputed or not subject to such claims.

RETURNS: RETURNS WILL NOT BE AUTHORIZED UNDER THE FOLLOWING CONDITIONS: products which have been (I) altered, modified or repaired in any way, except by Canlet® (II) subjected to unusual physical or electrical stress, misuse, abuse, negligence or accident, (III) improperly installed, or (IV) installed in applications other than those for which the product is designated and expressly approved by Canlet®.

RETURN MATERIALS POLICY:

- A "Return Authorization" must accompany all items to be returned. Any merchandise returned unaccompanied by this authorization will be refused.
- 2. Original Purchase Order Number and Invoice Number must accompany application for the return Authorization.
- Request for returns must be made within 90
 Days from date of shipment, and are valid for a
 30 day period only.
- Materials must be returned in sealable Condition.
- Returns must be made "Freight Prepaid" to the Location specified by Canlet® on the Return Goods Authorization, unless RGA states Otherwise.
- All materials returned are subject to inspection. No credit will be issued for unusable or Damage materials.

Ballast order incorrectly by the Purchaser (voltage, power factor) will be subject to a 20% handling charge plus freight charges. When ballast lead wires are cut or any Other alterations are made, credit will NOT Be issued.

- Items returned, other than those authorized on The RGA, will not be considered for credit.
- Only regular items in the current line are Returnable. Custom fixtures are not returnable.
- 9. Credit will be issued at original invoice prices. Handling, freight and restocking charges of 25% will apply. Any special items may not be returned or may have a higher restocking fee check with your Canlet[®] representatives.
- Any deviations from the above policies MUST have prior WRITTEN APPROVAL.

APPROVALS: Ballast and lampholders are labeled Separately. Complete units will be identified with relevant Approvals and certifications.

FIXTURE SPECIFICATIONS: See Cut Sheet (<u>www.canlet.com</u>) for fixture photometrics and dimensional information. Fixture specifications are subject to change without notice.

CATALOG ERRORS: Every effort is made to avoid errors In catalogs, price lists, and product information sheets, We will not accept responsibility or labor charge backs in Connection with errors of measurement, prices, Descriptions, etc. Possession of a price catalog and other Data is not, in itself, an offer to sell.

GUARANTEE: Products are tested and/or inspected prior To being packed for shipment and are GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF SHIPMENT. Our. Guarantee is only valid when operated at rated wattage and Voltage and if operated under normal use and conditions. When customary or minor assembly or corrective adjustments are involved it is the Purchaser's obligation to make the necessary corrections or adjustments. Our liability extends only to replacement of defective part or accessories within one year of shipment unless otherwise stated. We will not allow any charge of labor, material, etc. that does not have PRIOR WRITTEN APPROVAL from Canlet before work is done.