

---

## TERMS AND CONDITIONS

**GENERAL CONDITIONS:** All quotations, sales orders, and the provisions and terms and conditions contained herein shall not be modified except as specifically agreed to in writing and signed by an authorized officer of Winona Lighting ("Winona").

**TERMS OF SALE:**

Deposit requirements for all Divisions (Pending Credit Approval):

- Custom and Custom-Modified: 10% w/order, 20% upon release, Balance Net 30
- Standard and Modified-Standard over \$20,000: 10% w/order, 20% upon release, Balance Net 30

Freight: Prices do not include freight. Orders will be shipped third-party billed unless agreed to in writing by Winona. A \$10 service charge will be added to all orders on which freight is pre-paid and added to the invoice.

Taxes: Orders do not include federal, state, or local taxes.

Lamps: Lamps are not included unless specified in part number.

Pre-authorization Condition: All requirements for field retrofit, repair or modification must be approved in writing by Winona. Winona will not accept a request for payment without giving prior written consent.

**SPECIFICATIONS:** Prices and specifications are subject to change without notice; however, Winona will honor any prices and fixture specifications contained in an authorized quotation for 60 days from the date of the quotation. All fixtures will be manufactured to the specifications, unless agreed to by Winona in writing.

**RISK OF LOSS:** Risk of loss shall pass to the buyer upon delivery by Winona to the carrier at Winona's factory in Winona, MN. All claims for damage or loss must be made by the buyer directly to the carrier. Claims for damage to product in transit do not relieve the buyer from its obligation to pay the full amount of Winona's invoice.

**SHIPPING DATES:** Prices shall remain in effect through the initial acknowledged ship date as noted at Winona order entry. Delays by the customer in shipment beyond such ship date may be cause to review fixture pricing. Actual ship dates are a function of material availability and Winona's production capacity in effect at the time the Purchase Order is accepted by Winona. As such, Winona is unable to guarantee ship dates.

**SPECIAL DAMAGES:** Winona assumes no responsibility for loss or damage occurring by reason of delay or inability to deliver caused by fire, strikes, accidents, embargoes, car shortages, delay of carriers, insurrection, riots, act of the civil or military authorities, nor will we assume responsibility for any reason whatsoever for damages of any kind on account of failure to deliver at the time specified.

**CLAIMS:** Claims for shortages of material or rejections for defects must be made within 30 days of receipt of goods. Failure to make any such claim within 30 days shall constitute acceptance of the merchandise and waiver of any such shortages or errors.

**CANCELLATION POLICY:** Standard product orders canceled before material is ordered and/or production started bear a 25% cancellation charge. All other orders are non-cancelable. This may be waived or modified by Winona.

**RESTOCKING POLICY:**

1. Custom, modified-custom and modified-standard fixtures are not returnable.
2. Standard product fixtures in small quantities may be returnable under certain circumstances subject to a 50% restocking fee. Consult Winona on large-quantity standard orders.
3. In the event Winona agrees to restock fixtures, several conditions must be met:
  - a. Winona must agree to the return of the fixtures, in writing, and issue an appropriate RGA form.
  - b. The invoice for the fixtures must be paid in full before the RGA (Return Goods Authorization) will be issued.
  - c. In situations where the wrong fixture was inadvertently ordered or the exchange is for another Winona fixture, the second order must be placed and paid for prior to the issuance of the RGA.
  - d. Wherever possible, the fixtures must be returned in their original containers to insure that they arrive at the factory undamaged.
  - e. If fixtures are returned in a damaged condition, after the issuance of an RGA subject to the terms and conditions above, the factory reserves the right to rescind the RGA and will retain sufficient monies in order to repair the damaged fixtures.

**WARRANTY:** When installed according to the installation instructions, and installation conforms to all local and national building and electrical codes, Winona warrants all products to be free from defects resulting from the use of inferior materials, equipment or workmanship and normal wear and tear accepted for a period of one year from the date of shipment. Winona does not guarantee defects from improper handling or installation, modifications, tampering, accident (including shipping) improper maintenance, or misapplication, nor does our guarantee extend to the manufacturer of component parts. All component parts carry a warranty of its manufacturer. Winona does not guarantee defects in design or required specification not agreed to in writing.

**NON-ASSIGNABILITY:** Contracts are not assignable by the buyer without written consent of Winona.

**REVISED: 5/15/04**