

PAYMENT, FREIGHT & WARRANTY INFORMATION

September 15, 2007

**PAYMENT
and CREDIT:**

All invoices are billed and payable in U.S. currency only. Standard payment terms are receipt net 30 days from the invoice date. Kirlin may offer discounted payment terms of 1% 20 days receipt, net 30 days receipt. No discount is allowed unless specified on the invoice. If offered, the cash discount is allowed on payments received on/before 20 days from invoice date.

Delinquent accounts are subject to a finance charge of 1.5% per month. Advance cash payments for new/delinquent customers may be required..

MINIMUM BILLING:

Incoming luminaire orders: \$250.00. Replacement parts: \$50.00.

FREIGHT:

All shipments are F.O.B. our dock. Freight is paid on qualifying shipments, single release, to point nearest destination served on through rates from Detroit, in contiguous continental USA, our routing, as follows: **Commercial Lighting Division:** Shipments over \$7,000; QuickShip Products: Shipments over \$5,000. Freight on shipments less than the above and/or excess freight resulting from combination rates, beyond charges, special routing or expedited means specified by the customer will be shipped prepaid and billed to the customer by Kirlin. **Medical Lighting Division:** Freight is prepaid and billed to the customer by Kirlin.

All merchandise is shipped at buyer's risk. All claims for damage/shortage arising in transit must be filed with the carrier upon receipt of material. Title on all shipments passes to the consignee upon delivery to the carrier. Claims for shortages or incorrect shipments must be noted upon receipt of material and reported to Kirlin WITHIN 30 DAYS of invoice date.

**THREE YEAR
LIMITED
WARRANTY:**

CATALOGED KIRLIN FIXTURES ARE WARRANTED FREE OF DEFECTS IN WORKMANSHIP OR MATERIAL FOR THREE (3) YEARS FROM DATE OF PURCHASE, INSTALLED TO N.E.C., IN NORMAL USE. Remote controls (**Medical Division**) are warranted for one year from date of purchase. Abnormal use, abuse or misuse of the fixture, improper installation, or repair or modification of the fixture shall void this warranty. Lamps are specifically excluded from this warranty: contact lamp manufacturer.

In its sole discretion, Kirlin will repair, replace (F.O.B. factory), or refund the purchase price of any merchandise defective in workmanship or materials upon presentation of proof of purchase and defective material at Kirlin's offices, within three years of original shipment.

Kirlin's liability is limited to the foregoing and Kirlin shall not be liable for any other damages, direct or indirect, sustained by purchaser or any person. This warranty is supplied to the buyer in place of all other warranties, expressed or implied. No representative, dealer, or employee is authorized to give any warranty other than as expressed herein. Kirlin does not warrant as to the merchantability or fitness for a particular purpose, nor will any oral statement constitute a warranty or amend this warranty.

THE KIRLIN CO.

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