

## Terms and Conditions of Sale

**Return of Goods:** No material may be returned without written authorization from the factory. Only standard product, in new and resalable condition, will be considered for return authorization. Returned goods are subject to a restocking charge. Final credit will be determined after receipt, inspection, and acceptance of returned goods at the factory. No credit will be issued for damaged goods, or for unauthorized returns. No material will be accepted for credit more than 90 days from the invoice date. The Buyer must pay all return shipping charges. Express Shipments (XPS), variation products or other non-standard products are not returnable.

**Risk of Loss:** All sales, except Canadian sales, are F.O.B. Seller's factory, Milwaukee, Wisconsin. The risk of loss shall pass to the Buyer upon delivery by Seller to the carrier at Seller's plant in Milwaukee, Wisconsin. All claims for damage or loss in transit must be made by Buyer directly to common carriers. Damage in transit or disputes with carriers regarding damaged product does not relieve Buyer's obligation to timely pay the full amount of Seller's invoice. For Canadian sales, title and all risk of loss, damage or delay shall pass from Seller to Buyer upon Seller's delivery of the Products to Buyer's "ship to" destination. Seller shall prepay brokerage fees, duties and taxes, but Seller shall invoice Buyer for GST taxes and duties.

**Limited Warranty:** Seller warrants to the Buyer or any end user (for purposes of this and the following three sections "Buyers") that its Products will be free from material defects in workmanship and materials under normal use and service for a period of five years from the date of Seller's original invoice (the "Warranty Period"). There is NO WARRANTY in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Seller's instructions or improper installation, lamping, modifications, storage or maintenance. Upon Buyers request for factory-applied "prime coat" finish only, the above warranty is void with respect to the finish. This warranty does not cover parts furnished but not produced or manufactured by Seller, and Seller's sole obligation with respect to such parts shall be limited to assigning to Buyers any written warranty extended to Seller by the manufacturer of such parts to the extent such warranty may reasonably be assigned. However, Seller does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer.

**Remedy:** Seller's sole and exclusive obligation under this warranty (and Buyers' sole and exclusive remedy) shall be, upon prompt written notice by Buyers during the warranty period of any breach, to either, at Seller's option, repair or replace without charge, F.O.B. Seller's facility, any defective Product or part thereof expressly warranted herein by Seller against defects and found by Seller in its sole discretion to be defective and covered by this warranty. SELLER SHALL NOT BE LIABLE TO BUYERS, OR TO ANYONE CLAIMING UNDER BUYERS, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE. This warranty covers only replacement or repair of defective Products or parts thereof at Seller's main facility and does not include the cost of field service travel and living expenses, labor, inspection, removal or installation of new Products or parts or normal maintenance. Seller will not reimburse Buyers for any expenses incurred by Buyers in repairing, correcting or replacing any defective Products, except for those incurred with Seller's prior written permission.

**LIMITATION ON DAMAGES:** IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

**DISCLAIMER OF OTHER WARRANTIES:** SELLER AND BUYERS AGREE THAT THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. Prior to using or permitting use of the Products, Buyers shall determine the suitability of the Products for the intended use and Buyers shall assume all risk and liability whatsoever in connection therewith. Buyers agree that Seller has no post-sale duty to warn Buyers or any other party about any matter.

**Shipment Damage:** Seller assumes no responsibility for damaged freight to any destination, other than Canada. Buyer shall inspect each carton for evidence of damage before accepting shipment. If damage is concealed, Buyer shall immediately cease unpacking and notify the carrier representative. For shipments to Canada, Buyer shall immediately notify Seller of any shipment damage.

**Other Claims:** All claims against Seller other than valid warranty claims, including claims for shortages and errors, must be directed in writing to Seller within ten (10) days of Seller's delivery. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

**Severability and Waiver:** The invalidity of any provision or clause of this contract shall not affect the validity of any other provision or clause hereof. Seller has the right to correct clerical or similar errors relating to price or any other term shown in this contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this contract shall not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

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