

## TERMS AND CONDITIONS

**GENERAL CONDITIONS:** All quotations, sales orders, and the provisions, 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):

- Standard & Modified standard under \$20,000: net 30 days.
- Standard & Modified standard over \$20,000: 10% deposit with order, 20% upon release, Balance net 30 days.
- Custom: 10% deposit with order, 20% upon release, Balance net 30 days.

Orders will be shipped third party billed unless agreed to in writing by Winona. (A \$10.00 service charge will be added to all orders on which freight is pre-paid and added to our invoice.) All orders are subject to approval by our credit department. Prices do not include freight or any federal, state, or local taxes of any nature. All prices are for fixtures without lamps unless specified in part number. All prices are F.O.B. Winona, MN.

**SPECIFICATIONS:** Standard product prices and specifications are subject to change without prior 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 plant 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 does 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 Order is released by the customer. 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 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 charge.
3. Consult the Winona on quantity standard product orders.
4. 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 (Returned Goods Authorization) form.
  - b. The invoice for the fixtures must be paid in full before the RGA 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 also 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, Winona reserves the right to rescind the RGA and will retain sufficient monies in order to repair the damaged fixtures.

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

## WARRANTY:

When installed according to the Winscape installation instruction and installation conforms to all local and national building and electrical codes, Winona warrants all products manufactured by Winscape to be free from defects resulting from the use of inferior materials, equipment or workmanship, normal wear and tear excepted for a period of 60 months (five years) from the date of shipment with the exception of;

1. Clear coat brass finishes; Clear coat finishes on all brass products are warranted for 12 months (one year) only.
2. Lamps; Lamps are covered under lamp manufacturer's warranty.
3. Ballast; Ballasts are covered under ballast manufacturer's warranty.
4. Transformers; Transformers are covered under transformer manufacturer's warranty.

In the event of a warranty claim, it is Winona's sole decision to either repair or replace the product at no cost to the original purchaser only after Winona has issued a RGA for the defective product. Shipping costs are the sole responsibility of the customer and are not covered under this warranty except when prior written consent of Winona has been given. Labor costs are the sole responsibility of the customer and are not covered under this warranty except when prior written consent of Winona has been given.

Winona does not guarantee defects caused by improper handling, modification, tampering, accident (including shipping), poor or incorrect installation, improper maintenance, or misapplication. This warranty is exclusive and in lieu of all other warranties, whether express, implied or statutory including but not limited to any warranty of merchantability or fitness for any particular application.