



TERMS AND CONDITIONS OF SALE - WARRANTY PROVISIONS - 1/2

GENERAL: elliptipar, a division of SYLVAN R. SHEMITZ DESIGNS, INC., is a "just in time" manufacturer with a fully implemented MRPII system. Products are made to order. We have no inventory of finished goods; however, most components are stocked. The production process begins immediately upon acceptance of the Purchaser's order. All orders are subject to acceptance and are contingent on credit approval and our ability to secure necessary materials and/or labor.

ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. elliptipar's WRITTEN ORDER ACKNOWLEDGMENT, TOGETHER WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN THE PURCHASER AND elliptipar AND SUPERSEDES ALL PRIOR ORAL AND WRITTEN STATEMENTS REGARDING THE ORDER. elliptipar WILL COMPLY WITH AND BE BOUND BY ONLY THOSE TERMS AND PROVISIONS OF THE PURCHASER'S ORDER EXPRESSLY ACCEPTED ON THE FACE OF THE ACKNOWLEDGMENT.

ORDER ACCEPTANCE: An order is accepted and acknowledged in writing by elliptipar when the following conditions are met: (1) Purchaser signs elliptipar's Terms and Conditions; (2) Purchaser's credit is approved; (3) We have received complete job information; (4) Color samples of non-standard elliptipar offerings have been approved by Purchaser; (5) Approved shop drawings for modified or special designs have been received; (6) Deposit is received if required (See "DEPOSITS").

CATALOG: The catalog (print and electronic) is for convenience only and is not an offer to sell. Every effort is made to ensure accuracy; however, specifications, dimensions and information are subject to change without notice. Product weights may vary from published weights due to changes in metals, glassware or potting compounds, packing, ballasts or design. Catalog sheets are not to be used for installation information. Installation instructions are provided with the product but can be furnished in advance if requested.

PRICING: Purchase orders that have been accepted allowing for shipment within 60 days will carry a firm price. Written quotations are subject to the terms specified therein. If a written quotation is given, our quotation number must be included with the purchase order.

CREDIT: Credit may be established at our sole discretion. elliptipar may cancel or change credit terms at its discretion and may request advance payment at any time.

DEPOSITS: A 50% deposit is required on each item of modified and Task/Ambient product, including, but not limited to, any item that is to be painted a non-standard finish or modified from our catalog offering in any way. When the order is ready for shipment, the unpaid balance of the order will be invoiced at standard payment terms. If payment in full is made within 10 days of the date of invoice, our standard cash discount will be applied to the total purchase price.

TERMS OF PAYMENT: A 1% cash discount is allowed if payment is postmarked within 10 days of invoice date and is due in full within 30 days of invoice date. A 1.5% per month (18% per annum) late charge will be charged against all accounts more than 30 days old.

HOLD ORDERS: Orders marked "Hold for Release" at Purchaser's request carry a firm price for 90 days from the date of elliptipar's acceptance. If the Purchaser requires shipment more than 60 days after Purchaser authorizes release to production, the price is subject to increase.

HOLD ORDERS (CONT.): Hold orders requiring that elliptipar submit drawings for approval of other than standard (unmodified) catalog cuts, require a non-returnable advance payment of \$500 or 10% of the total price of non-standard items, whichever is greater. This amount will be deducted from the total price on the final shipping invoice.

SHIPPING DATES: When an order is accepted, elliptipar's written acknowledgment will contain a shipping date. Our goal is to ship before this date. Acknowledged shipping dates and our standard lead times are conservative estimates. Actual delivery time is contingent on the availability of materials and factory loading. We are not responsible for any damages, penalties or labor charge-backs resulting from delayed shipments or from our inability to ship by the acknowledged shipping date, nor are we liable for damages of any kind resulting from any delay or failure to deliver or perform due to labor difficulties, delay of sources of supply, transportation difficulties, acts of God, or any other causes beyond elliptipar's control.

SHIPPING TERMS AND COSTS: Unless otherwise agreed, elliptipar will ship all orders by the carrier of its choice. All orders will be shipped F.O.B. factory. Shipments totaling \$5,000 or more will be made with freight prepaid and allowed to the continental limits of the United States only. (Shipments of \$5,000 or more to Alaska, Hawaii, or outside the continental United States will be F.O.B. factory freight prepaid to a point of departure from the continental United States.) Freight will be invoiced on all shipments totaling less than \$5,000.

SHIPPING CLAIMS: All products are carefully inspected prior to shipment. Risk of loss, including, without limitation, the responsibility for filing claims of non-delivery, passes to the Purchaser upon delivery by elliptipar to the carrier. elliptipar will attempt to assist Purchaser in the resolution of such claims. Purchaser should carefully inspect all items at time of delivery and note any damage on the delivery receipt. Obvious or subsequently discovered concealed damage must be reported, promptly and in writing, to the carrier.

CANCELLATIONS: Orders for standard catalog items released to production but not yet shipped are subject to a 50% cancellation charge. RELEASED ORDERS OF MODIFIED OR CUSTOM ITEMS AND EXPEDITED ORDERS ARE NOT CANCELABLE. Cancellation charges will be invoiced upon receipt.

RETURNS: No merchandise may be returned without a return goods authorization (RGA). No RGA will be issued beyond 90 days from date of shipment except for warranty claims. Goods being returned must be shipped prepaid and received by elliptipar within 30 days of date that the RGA is issued.

- Credit for returns for reasons other than valid warranty claims will be issued at the rate of 50%, less freight out and in, on standard catalog items, provided that the fixtures are returned in their original cartons with unbroken seals and provided the distributor price for each catalogued item does not exceed \$3,000. Maximum credit per catalogued item is \$1,500.
- Credit for returns that are unsealed, or not in their original cartons, will be issued only after inspection and acceptance by elliptipar. No credit will be issued for damaged material.
- All other items including modified standard catalog items such as but not limited to, special paint finishes, lengths, shrouds, mounting hardware parts, etc. are non-returnable.

(continued)

Initial \_\_\_\_\_ Date \_\_\_\_\_



TERMS AND CONDITIONS OF SALE - WARRANTY PROVISIONS - 2/2

WARRANTY: elliptipar guarantees to the Purchaser, for one year from the invoice date, that all units purchased will be free of defective materials (except lamps, ballasts and transformers) and workmanship when shipped. Should any defects in materials or workmanship appear within the period of the guarantee, we will repair or replace, at our sole option, without charge, those items found to be defective (other than ballasts, lamps and/or transformers). We reserve the right to determine the best method for correcting such defects.

No labor charges in connection with such defects will be reimbursed without prior written approval from elliptipar. Purchaser's invoice for labor chargebacks agreed to by elliptipar must be submitted in writing within 30 days of authorization.

THE WARRANTY DESCRIBED HEREIN IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. elliptipar's LIABILITY UNDER THIS GUARANTEE SHALL BE LIMITED TO REPAIR OR REPLACEMENT AND THE PURCHASER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO PURCHASER.

Lamps, ballasts and transformers furnished as components in our products carry the warranty of the manufacturer of that equipment. Defective ballasts or transformers under warranty are to be delivered by the user to the manufacturer's designated service distributor for replacement in accordance with their standard terms. Lamp problems should be directed to the lamp manufacturer's representative in your area.

(NOTE: We recommend the checking of each fixture at the job site by the Contractor before fixtures are actually installed. Some field assembly may be required.)

OTHER CLAIMS: Claims for shortages and errors, must be made in writing within 10 days of delivery.

EXCEPTIONS TO WARRANTY: The warranty described above shall not apply in the following circumstances:

- default in any unit after operation at more than the rated voltage;
• damages resulting from accident, alteration, or misuse after shipment from the factory;
• failure of products which have been modified or integrated with other manufacturers' products;
• failure of color stability in non-standard paint colors;
• damages resulting from the improper selection or installation of lighting products.

FEES AND EXPENSES: Purchaser shall pay any and all reasonable expenses, including, without limitation, reasonable attorney's fees, incurred by elliptipar in enforcing the terms of any agreement with, sale to, or collection of any amounts owed to it by, the Purchaser.

GOVERNING LAW: These Terms and Conditions and the terms of any sale or agreement between elliptipar and Purchaser shall be governed by and construed in accordance with the laws of the State of Connecticut and the Purchaser hereby agrees to submit to the personal jurisdiction of federal and state courts located in the State of Connecticut.

BLANKET ACCEPTANCE - TO COVER YOU FOR ALL ORDERS

We have read, acknowledge, accept and agree to elliptipar's Terms and Conditions of Sale (Terms) attached hereto for all orders entered. We understand that failure to pay in accordance with the Terms will result in future orders requiring cash in advance. We also understand that any past due amounts are subject to a 1.5% per month late charge. We agree to pay all reasonable expenses incurred by elliptipar to enforce these Terms. Signer acknowledges that he is an officer of the company and/or has the authority to sign on behalf of the company.

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State / Zip Code \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Please complete and sign this page, initial front page and return both pages to elliptipar's credit department. Fax 203.931.4464