

# TERMS & CONDITIONS

revised Fall 2010

## I. PAYMENT TERMS

Payment is due 30 days from date of invoice. No discounts or unauthorized deductions are allowed.

## II. PACKAGING & SHIPMENTS

- A. Except where specifically exempted in quotations, all shipments are made F.O.B. Litecontrol factory, with full freight allowance on all shipments over \$4500 in the contiguous United States. All other shipments will be made with freight charges prepaid and billed to the buyer. We reserve the right to route all shipments when we allow transportation charges. We will ship in any manner requested if buyer assumes all additional transportation charges.
- B. Additions to orders already acknowledged shall be considered separate orders and will be priced accordingly. Additions must meet the minimum freight allowance.
- C. Freight beyond U.S. borders is always charged. Foreign freight terms vary.
- D. Litecontrol will use its own discretion in packaging, unless the Buyer specifies differently. Buyer assumes any additional cost for special packaging.
- E. Litecontrol will use its own discretion in routing all shipments, and reserves the right to select carrier and truck size. If any shipment is made in accordance with the Buyer's instructions, and additional labor or carrier costs are incurred, such costs shall be assumed by the Buyer as invoices are rendered.
- F. Any estimated shipment dates given by Litecontrol, either verbally or in writing are our best approximation and shall not be deemed to represent a fixed or guaranteed date. Shipments of merchandise are subject to any and all delays including, but not exclusive of, strikes, fire, riots, wars, acts of God, inability to obtain materials or parts, government regulations, or other conditions. Litecontrol shall not be responsible for any damages or loss resulting directly, indirectly, incidentally or consequentially from delayed shipments or inability to ship.
- G. Litecontrol reserves the right to make partial shipments unless the Buyer stipulates otherwise. All such shipments shall be separately invoiced (including appropriate freight charges) and paid for when due, without regard to subsequent or preceding shipments. Delay on any partial shipment shall not relieve Buyer of its obligation to accept remaining shipments.

## III. MINIMUM ORDERS

Fixture orders for less than \$250.00 net value will be subject to a minimum billing of \$250.00. Parts orders for less than \$50 will be subject to a minimum billing of \$50. No commission paid on parts orders.

## IV. ACKNOWLEDGEMENTS

The acceptance of the Buyer's purchase order is contingent upon written acknowledgement by Litecontrol in the form of a printed Acknowledgement.

## V. CHANGES

Changes to the bill of material on any released purchase order will be subject to a charge of up to 100% of the total acknowledged price or the total costs incurred by Litecontrol at the time the change is received. This includes changes to orders ready to ship.

## VI. CANCELLATIONS

### NON-CATALOGED ITEMS:

- A. If the order is cancelled after we submit for approval, there will be a cancellation charge of up to 100% of the total acknowledged price or the total cost incurred by Litecontrol to date.
- B. No cancellations will be accepted after the order is released.

### CANCELLATIONS - CATALOGED ITEMS:

- A. If the order is cancelled after the approval and release is received by Litecontrol, the customer will be obligated to pay a cancellation charge of up to 100% of the total acknowledged price, or total costs incurred by Litecontrol to date.

## VII. RETURNED GOODS

- A. All returned goods must be accompanied by a Return Material Authorization (RMA) issued by Litecontrol. Litecontrol reserves the right to refuse to issue an RMA.
- B. Requests to return non-defective standard product must be made within 90 days of shipment.
- C. Special, made-to-order non-CWM or discontinued items are not subject to return. Litecontrol reserves the right to define these terms.
- D. Items must be returned in the original factory-sealed cartons in saleable condition. Returns must be made freight prepaid within 31 days of issue date of RMA.
- E. All items returned are subject to inspection. Unsaleable or damaged items will receive No Credit. Credit will be issued at rates prevailing at the time of shipment, less a 50% handling and restocking charge.

## VIII. PAYMENT DETAILS

- A. Payments shall be made as specified in the Payment Terms above. Litecontrol reserves the right to suspend shipments until such payments are received.
- B. Litecontrol reserves the right to set a credit limit for the Buyer, and it may suspend shipment whenever Buyer exceeds this limit, even if no money is past due. Litecontrol reserves the right to change its credit limits at any time.

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- C. If the financial condition of the Buyer becomes unsatisfactory, as defined by Litecontrol, Litecontrol may limit or cancel the credit of the Buyer, may require payment in cash before shipment, and may demand immediate payment for items previously invoiced. Failure of the Buyer to make such payments within five days after receipt of written demand shall constitute a breach of this agreement. Approval of credit for one or more shipments shall not be deemed a waiver of the above items.
- D. Litecontrol shall be entitled to reimbursement by the Buyer for all expenses (including reasonable attorney's fees and other costs) incurred by it in connection with the collection of monies due.
- E. If any shipment, made in accordance with the Buyer's instructions, is refused by the Buyer for whatever reason, Buyer shall be responsible for payment as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for any reasonable storage, handling, redelivery or interest charges, and shall pay such charges as invoices are rendered.
- F. If the Buyer notifies Litecontrol to delay a shipment of merchandise after that merchandise has been released, the Buyer shall pay reasonable incurred costs and storage charges until such merchandise is delivered and accepted.
- G. Litecontrol shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) has been paid by the Buyer.

## IX. CLAIMS, ADJUSTMENTS AND WARRANTY

- A. Litecontrol's sole responsibility and obligation in the event of defective merchandise shall be limited to the repair or replacement, at Litecontrol's option, of the defective merchandise at its own cost and expense. Litecontrol shall not be responsible for any other damages or loss which may be sustained or claimed, including but not limited to, incidental or consequential damages.
- B. Claims for shortages, losses, and apparent or concealed damages sustained in transit shall be made by the Buyer against the carrier.
- C. Claims for shipping errors or concealed shortages will not be accepted unless made in writing to Litecontrol within 31 days of the receipt of merchandise.
- D. Litecontrol warrants that its products (other than ballasts and battery packs) are free of defects in workmanship and materials. Litecontrol, at its option, will repair or replace any Litecontrol products (other than ballasts and battery packs) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Litecontrol and it is limited to one year from date of shipment. No charge-back or charge

for labor or material will be honored without Litecontrol's prior written approval. Litecontrol reserves the right to determine the method of replacement or repair. Litecontrol will not be responsible for any consequential or incidental damages in connection with any breach of its warranty.

- E. Ballasts and battery packs are covered by separate manufacturers' warranties and not by Litecontrol's warranty.
- F. Litecontrol will not be responsible for any products subjected to inappropriate application and/or installed or modified in any way that is not in accordance with our instructions.

## X. SPECIFICATIONS

- A. Merchandise will be shipped in accordance with current Litecontrol catalog pages or approved drawings. If Buyer waives drawing approval, Litecontrol makes no guarantee that merchandise will be as per Buyer's purchase order.
- B. In the event of a conflict between a Buyer's written purchase order and a Litecontrol drawing or catalog page marked "approved" by the Buyer, the drawing or catalog page shall prevail.
- C. Litecontrol reserves the right to change the specifications on any items without notice and without liability with respect to previous sales. General appearance, functionality and performance will not be altered.
- D. Litecontrol will not be bound by general or blanket instructions not included in the Buyer's purchase order. Such general phrases as "all material supplied as per plans and specifications," when included in an order, are not valid unless specifically accepted by Litecontrol in writing.
- E. Every effort is made to avoid errors and omissions in catalogs, price sheets, drawings and other media. Litecontrol will not be responsible for charge-backs in connection with such errors or omissions unless prior approval is given in writing.

## XI. GENERAL

- A. These terms and conditions shall apply to every order acknowledged by Litecontrol unless specific exception is noted on our printed acknowledgement.
- B. All additions, deletions or other changes to an order are subject to all the terms and conditions stated above.
- C. In the event of a conflict between the Buyer's and Litecontrol's terms and conditions, the Buyer acknowledges that Litecontrol's terms and conditions shall take precedence and apply.
- D. All contracts with Litecontrol, and all terms and conditions in connection with such contracts, shall be subject to the laws of the Commonwealth of Massachusetts.