



2014 TERMS & CONDITIONS OF SALE - LUKAS LIGHTING, INC.

PAYMENT TERMS:

Purchaser agrees to pay the prices quoted by Lukas Lighting, Inc. and is responsible for applicable shipping and handling charges, taxes and duties as provided below. If the purchaser does not pay any invoice, in whole or in part, when due, Lukas Lighting, Inc. shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due Lukas Lighting, Inc. is collected by or through an attorney, Lukas Lighting, Inc. shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

PRICES:

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "firm", Lukas Lighting, Inc. reserves the right to invoice at the prices in effect on the date of shipment. Lukas Lighting, Inc. reserves the right to require minimum order amounts. Prices exclude all taxes. Prices DO NOT include lamps unless specified.

FREIGHT ALLOWANCE/CLAIMS:

All merchandise is carefully examined and in perfect condition prior to packaging and when given to carrier. At that point, the carrier assumes responsibility for safe delivery. When delivered, it is the responsibility of the recipient to inspect the condition of container for visible markings, damage and/or detection of rattling indicating concealed damage. Any apparent packaging damages must be noted by purchaser on delivery receipt. Original carton must be retained with all packaging for inspection by carrier.

TAXES:

Purchaser has the responsibility for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership, license or use of the products or services.

TRANSPORTATION CLAIMS:

Title and risk of loss passes to purchaser upon delivery of products by Lukas Lighting, Inc. to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of purchaser. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from purchaser to Lukas Lighting, Inc.

PACKAGING:

Lukas Lighting, Inc. reserves the right to optimize packaging at its discretion. Some products may only be available in bulk package multiples or case quantities.

RETURN OF MERCHANDISE:

All products are made to order. Therefore, Lukas Lighting, Inc. cannot accept returns of shipped goods. However, return authorizations will be granted IF requested in writing under the following conditions: Incorrect Merchandise OR Defective (*refer to warranty*)

NON-RETURNABLE MERCHANDISE:

The following products are NOT returnable: ALL special, custom made or modified products containing time-sensitive components that have reached the end of their warranty or shelf life, outdated or phased-out product no longer part of the current Lukas Lighting, Inc. collection.

CHANGE ORDER:

Change orders must be received in writing and are subject to review and approval by authorized personnel. Order will be reconfirmed with applicable charges.

INVOICING:

A sales invoice is forwarded three weeks prior to scheduled ship date and includes the following information: (1) restatement of order confirmation, (2) affirmation of schedule ship date and (3) request for balance to be paid in full.



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SHIPPING DATE:

A scheduled shipping date provided in confirmation is our best approximation of the ship date, but shall not be deemed to represent a fixed or guaranteed ship date. All shipping dates are based on timely receipt of pertinent order information and balance due. Shipments may be subject to delays due to conditions beyond Lukas Lighting, Inc.'s control, including but not limited to: strikes, wars, acts of god, riots, fires, inability to obtain materials, or governmental regulations or restrictions. Lukas Lighting, Inc. will not be held responsible for any damage or loss resulting from delayed shipments or inability to ship for reasons stated above. Lukas Lighting, Inc. selects the appropriate carrier and method of shipment, unless specific instructions are submitted in writing.

CANCELLATION OF ORDER:

Cancellation of any order for modified or custom products will incur charges for work already performed and for special materials purchased by Lukas Lighting, Inc. Order cancellation will be accepted providing notification is received in writing and directed to Customer Service within (5) five business days from the date order confirmation was received. If timely notification is not received, products will remain in production and a restocking charge will apply: 50% on ALL Standard Product; 70% on ALL modified standard product; 100% on ALL custom product. Custom orders in production, after drawings approval, may be irrevocable.

LIMITED WARRANTY:

Lukas Lighting, Inc. warrants to the purchaser, for (1) one year ONLY, from the date of purchase, that its products are free from defects on material or workmanship. Lukas Lighting, Inc.'s obligation is expressly limited to the repair or replacement of the product only after prior written authorization has been granted. This warranty shall not apply to any products which have been Repaired or altered outside of the factory or without written knowledge provided to Lukas Lighting, Inc.; Subjected to abuse, negligence or accident; Used in a manner contrary to accepted normal use. Costs incurred in the installation or re-installation of warranted products will not be covered by Lukas Lighting, Inc. This

COMPONENT WARRANTY:

All ballasts, drivers and LED components provided by Lukas Lighting, Inc. are supported by the component manufacturer's warranty. If any claims arise from these specific items, Lukas Lighting, Inc. will facilitate and assist in the resolution in processing claims.

LIMITATION OF LIABILITY:

The total liability of Lukas Lighting, Inc. on any and all claims of any kind, whether in contract, warranty, tort (*including negligence*) strict liability or otherwise, arising out of or in connection with, or resulting from, Lukas Lighting, Inc.'s sale, delivery, resale, repair or replacement of any products, service offerings or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period. Lukas Lighting, Inc. shall not be liable for damages that result from the delivery of products or the performance of services that do not occur with the purchaser's time frame or for any delay or default in delivering products or performing services where occasioned by any cause beyond the control of Lukas Lighting, Inc., including without limitation embargoes; shortages of labor, raw materials or fuel; fires; floods; accidents; acts of war, or other similar causes.

GENERAL:

Unless otherwise specifically agreed in writing by an authorized representative of Lukas Lighting, Inc. any different or additional terms and conditions proposed by any purchaser in a purchase order, response to quotation or other proposal, are hereby rejected by Lukas Lighting, Inc. and shall not be incorporated into any order or other agreement for the sale of Lukas Lighting, Inc. products, services or service offerings. Purchaser's assent to these Terms and Conditions of Sale shall be conclusively presumed from purchaser's acceptance of all or part of any products, services or service offerings ordered. If an authorized representative of Lukas Lighting, Inc. has acknowledged purchase's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, such acceptance is expressly made conditional on purchaser's assent solely to these Terms and Conditions of Sale which shall form part of the acknowledgement and acceptance or authorized resale by purchaser of any products or services shall be deemed to constitute such assent. If any quotation or other document of Lukas Lighting, Inc. is deemed to constitute an offer to purchaser, purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale, together with any warranty statement by Lukas Lighting, Inc. constitute the entire sales agreement between Lukas Lighting, Inc. and purchaser, unless they are made part of the written agreement between Lukas Lighting, Inc. and purchaser. These Terms and Conditions of Sale supersede all those published or issued previously by Lukas Lighting, Inc. All orders are subject to final acceptance by Lukas Lighting, Inc. and credit approval.