

Terms and Conditions Warranty Statement

CREDIT AND PAYMENT Terms

Unless otherwise noted on the face hereof, Terms are prepay unless authorized for established payment terms by management. All invoices paid after the net due date will be assessed a late payment service charge of 18% annum, or the maximum allowed by applicable law, whichever is lower.

If terms are granted, we may decline to deliver except for cash, or stop goods in transit if reason to question financial responsibility develops. We may request payment C.O.D. or check in advance on special products or special situations. Purchaser agrees to pay all cost of collection or securing or attempting to collect or secure the debt created by said purchases, including reasonable attorney's fees, whether or not involving litigation.

Payment of all invoices are to be made only to:

Pemco

150 Pemco Way

Wilmington DE 19804

Payments to be made via ACH, mail or credit card.

PRICE POLICY

Prices are subject to change without notice. Written quotations are firm for thirty (30) days from date of the Pemco Lighting Product ("Pemco") quotation. Orders received with approvals pending (hold orders) will be acknowledged by Pemco with estimated price and delivery, but subject to pricing in effect at the time of shipment. The order will not be scheduled until a release date is designated by the customer. Delivery date will then be determined by Pemco and indicated on our formal acknowledgment form which must be signed and returned to Pemco.

HOLD ORDERS

Orders received without a specific shipping date will not be processed for production or shipment until a definite shipment date is given. Once a hold order is released by the Purchaser it will be subject to cancellation charges if returned to hold-for-release status. Hold orders for less than \$500 are not acceptable. Pricing on hold orders is firm for 30 days, thereafter subject to escalation and our price policy above.

SHIPMENT, HANDLING AND DELIVERY

Prices are F.O.B. SHIPPING POINT, with the least expensive transportation PREPAID AND ALLOWED to a common carrier delivery point nearest destination within the United States, except Hawaii and Alaska and the Caribbean on orders which permit INDIVIDUAL SHIPMENTS valued at FIVE THOUSAND DOLLARS (\$5000.00) NET or more will be freight allowed (shipped at one time & to one location), except where otherwise indicated. Prices for shipments to Hawaii, Alaska and destinations outside the continental United States are F.O.B. shipping point with freight allowed to nearest domestic port of

debarkation. Valued at FIVE THOUSAND DOLLARS (\$5000.00) NET or more, except where otherwise indicated.

ALL ORDERS, REGARDLESS OF THE DOLLAR AMOUNT, WILL INCUR A FREIGHT CHARGE IF ANCHOR BOLTS ARE SHIPPED PRIOR TO THE PRODUCTS.

All orders, regardless of dollar amount, that qualify for freight allowed, will be **shipped together at one time**. A \$250 split shipment will be incurred on all orders, regardless if the total is freight allowed or not, if the order is shipped to more than one location.

All orders, regardless of dollar amount, will be **shipped to one location**. If customer specifies more than one destination on the order, customer is responsible for the additional destination charges.

All insurance, COD charges, notification charges, redelivery charges, unloading assistance with labor or liftgate and other special handling charges are the responsibility of the Purchaser, and shall be reimbursed at the time invoices are due.

All orders, regardless of dollar amount, that qualify for freight allowed must be unloaded by customer within 2 hours (allowed detention time) or additional charges for extended detention time will be charged and are the responsibility of the customer. These are standard Terms with all freight carriers.

POLE SHIPMENTS: All freight on lighting pole product is prepay and add unless quoted through Pemco Sales Management.

ROUTING

Pemco reserves the right to select the carrier on all shipments. Special routing will be made at the customer's request providing customer assumes any extra transportation cost.

FREIGHT CLAIMS

Shipments travel at Purchaser's risk. Title to all goods passes upon delivery by us, to the carrier, at which time our responsibility for the goods ceases. All goods are shipped at the customer's risk. All claims for loss or damage in transit must be made with the delivering carrier by the consignee. Claims by receiving customer must be made within 30 days of receipt indicating shipment was received damaged.

ACKNOWLEDGED SHIPPING SCHEDULES

The shipment date given after signed order acknowledgment is the best approximation of the probable shipment date and shall not be deemed to represent a fixed or guaranteed shipment date. Pemco shall not be responsible for any penalties or labor charges resulting from delayed shipments due to acts or cause beyond our control, or its inability to ship by the acknowledged date.

MINIMUM ORDERS

All orders are subject to a minimum billing of \$150.00. A service charge of \$25.00 will apply for all orders under \$150.00

CANCELLATION OF ORDERS

(continued on following page)

Terms and Conditions Warranty Statement

RETURNED MERCHANDISE

No products can be returned for credit without permission, in writing, from Pemco. All returned goods must be accompanied by a "Returned Goods Authorization" (RGA) number issued by the factory. Request to return material must be made within thirty (30) days from the date of shipment and must show customer's order number, Pemco's packing list number, invoice number and date, and a complete list of material to be returned. All returns are subject to the following Conditions:

1. Material accepted for credit is subject to a restocking charge, that is determined by Pemco Lighting which will include freight both ways, and any reconditioning and repackaging charges which are necessary.
2. Material that is modified, custom-made, or discontinued is not returnable.
3. Return shipment must be made within 30 days from the issuance of RGA.
4. Material must be new, in original factory cartons, subject to inspection. Damaged material, or material that cannot be resold will be credited at salvage value or less cost of repairs.
5. All globes are non-returnable unless Pemco Lighting Products, LLC is at fault.

LIMITED WARRANTY

Pemco warrants to correct by repair or replacement, at its option, all product sold which may fail because of defective material and/or workmanship within the period of one year from date of shipment provided that this shipment has been thoroughly inspected upon receipt, properly installed, and properly operated within its ratings. Product that contains HID ballasts, carry a limited (2) year warranty on the ballast. If a ballast fails, removal, shipping costs and installation costs are the responsibility of the customer. Pemco WILL NOT BE LIABLE FOR ANY EXPENSE INCURRED IN INSTALLATION, REMOVAL OR TRANSPORTATION.

Under no circumstances will the liability of Pemco exceed the contract price of goods claimed to be defective. This is Pemco's sole guarantee. There are no expressed or implied warranties or warranties of fitness for any particular purpose.

PEMCO PRODUCT AND SURFACE FINISH WARRANTY INFORMATION

Pemco warrants to its End Customers that its products shall be free from defects in material and workmanship (excluding ballasts and photoelectric controls, see below) for a period of one (1) year from the date of shipment. Subject to the "Surface Finish Warranty Limitations" below, Pemco Lighting Products warrants the visible powder coated surfaces of its products, as supplied, shall remain free from discoloration, loss of gloss retention, corrosion and lack of adhesion, for a period of five (5) years from date of shipment. In order for a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be submitted in writing within the warranty period

to Pemco. If Pemco determines that the warranty claim is valid and that a defect exists, Pemco, at its sole discretion option, will either refund the purchase price originally paid for the subject product or will repair or replace the defective part or product at Pemco's cost, such repair to occur either onsite or, at Pemco's option, at its factory (should a factory repair be required, product to be removed at Customer's cost and returned to Pemco freight prepaid). The remedy chosen at Pemco's option shall be Customer's

sole and exclusive remedy under this warranty policy. In no event will Pemco be responsible or liable for any labor costs at site for the removal or replacement of defective products or materials, except for that portion of the cost to repair at site, which Pemco alone determines to undertake hereunder at site (if any). In no event will Pemco ever be liable to Customer or to any other party for any expenses, losses or damages beyond the original cost of the subject product.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND Pemco DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Pemco SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND Pemco's LIABILITY, BEING LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH ABOVE, NOT TO EXCEED THE ORIGINAL PRICE PAID FOR THE SUBJECT PEMCO PRODUCT. BALLASTS AND PHOTOELECTRIC CONTROLS MAY BE COVERED BY SEPARATE WARRANTIES FROM THE MANUFACTURER. Pemco SELLS THESE ITEMS CONTAINED WITHIN ITS PRODUCTS "AS IS." Pemco ACCEPTS NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. If Customer has a potential ballast or photoelectric control problem, information on how to assert a claim against the manufacturer of the subject ballast(s) or photoelectric control(s) will be posted on the manufacturers site.

SURFACE FINISH WARRANTY LIMITATIONS.

Whether the surface finish of a product is defective within the warranty period with respect to "discoloration," "gloss retention," "corrosion or lack of adhesion" shall be determined as follows:

Discoloration

Discoloration in excess of 5 E units (CIE 1976 CIELAB) as measured using procedure ASTM D 2244, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Gloss retention

A minimum of 30% gloss retention as measured using procedure ASTM D 523, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

(continued on following page)

Terms and Conditions Warranty Statement

Corrosion and lack of adhesion

Corrosion and lack of adhesion in excess of Rust Grade 5, as measured using procedure ASTM D 610, latest revision, based on the complete product assembly. For the purpose of this warranty, this procedure applies to both aluminum and product which has a zinc rich primer and factory top coat will be warranted for 5 years from order date, subject to the following.

During the warranty period some fading, staining or chalking may occur. This is normal aging for the finish used, is not a manufacturing defect, and is not covered by our warranty.

Not covered by this warranty:

- Surface finish on replacement parts not supplied by Pemco Lighting Products.
- Damages caused by improper use, negligence, accident, foreign material attached to the equipment and damages resulting from poor installation.
- Corrosion, flaking or discoloration caused by environmental elements and / or acts of God such as hail, storm, acid rain, tree sap, water immersion or airborne materials.

Any metallic color surface finish is covered by a one-year warranty only unless a Pemco clear coat has been applied, in which event the five (5) year warranty shall apply.

OPTI-FLUX™ & RADIANT™ LED SYSTEMS BY Pemco WARRANTY INFORMATION

COVERAGE

When properly installed and under normal Conditions of use, Pemco Lighting Products (herein named Manufacturer) warrants to its end user that its supplied LED light engine and LED power components ("Products(s)") shall be free from defects in material and workmanship in its intended use (normal wear and tear excepted) for an extended period of five (5) years from the date of invoice.

INCLUSIONS

Manufacturer's warranty flows only to the end user. If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's Terms and Conditions, including without limitation its return authorization provisions, within the applicable warranty period set forth above, and upon examination Manufacturer determines to its satisfaction that such Product was defective in material or workmanship at the time of delivery to the Purchaser, Manufacturer will, at its option, repair or replace the Product or the defective part. "Defective" is considered if ten percent (10%) of LEDs, per luminaire, are non-operating LEDs.

If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable product.

Where defects in materials, manufacturing or design cause the product/solution failure, they shall be repaired or replaced at Manufacturer discretion.

Transport related damage is also included in the policy and should be redeemable from our transport contracts.

Shipment related to resolving the warranty claim (products to the customer/site, samples back from customer/site to Pemco Lighting Products) is included in the agreed Conditions.

EXCLUSIONS

This is a limited warranty, and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and Conditions below.

Pemco shall not be liable for any loss of use of the product, inconvenience, or any other damages, whether direct or indirect, incidental or consequential, resulting from the use of this product, or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties of merchantability and fitness for particular purpose arising from the course of dealing or usage of trade. No person, agent, distributor, dealer or company is authorized to change, modify or extend the Terms of this limited warranty in any manner whatsoever. For purposes of clarity, "repair or replacement of Product or the defective part thereof" does not include any installation costs or expenses, including without limitation, labor costs or expenses.

This limited warranty does not cover the following:

1. Product failure caused by faulty power supplies, overheating caused by improper installation, omission of heat sink parts or misapplication/ omission of heat transfer compound.
2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or Acts of God (such as lightning or fluctuations in electrical power).
3. Products which have been modified or have had the port number altered, defaced or rendered illegible.
4. Product is left operating in Conditions/requirements other than those mentioned in respective product brochures or user manuals.
5. The product has been serviced by personnel not authorized by Pemco.

LIMITATIONS AND Conditions

Products/Solutions should be used within their specifications (e.g. Temperature, water ingress and other extreme Conditions, Indoor/outdoor, up-lighting/downlighting, etc.) and according to application guidelines. Warranty becomes void if the product is misapplied. Warranty will also be voided should the customer fail to

(continued on following page)

Terms and Conditions Warranty Statement

appropriately maintain their installation (eg. Changing lamps at end of life, replacement of components accordingly applications guidelines, etc.)

This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to Manufacturer instructions. Purchaser must notify us in writing within 30 days of noticing the defect. We reserve the right to change the warranty period without prior notice and without incurring obligation and expressly disclaim all warranties not stated in this limited warranty.

Pemco cannot be held liable for electrical supply Conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards (e.g. EN 50160 norms).

The warranty does not cover failures due to abnormal site Conditions. These abnormal Conditions include, but are not limited to, under/over voltage, under/over current, excessive switching and excessive ambient temperatures.

Locally sourced or modified products must be approved, along with the supplier, by the relevant RBU to be supported by this policy. If the supplier and/or product is not approved by the relevant RBU then all warranty risks related to the product must be carried by the sales organization that sells the product.

This policy does not warrant consumables such as lamps, igniters, capacitors and other generally replaceable consumable items. Such items may carry a separate warranty which may differ from this policy.

Pemco reserves the right to make the final decision on the validity of any guarantee claim. Therefore, it is necessary to return the defective LED fixture, the driver or power data supply and/or the electronic control gear to Pemco for analysis. Please contact Pemco for more information.

Conditions

Pemco will not be liable for any delay, loss or damage caused by strikes, fire, embargoes, or any other causes beyond our control. Receipt of the material by the purchaser upon delivery shall constitute a waiver of all claims for delay or damage.

PENALTY ORDERS

Pemco considers all orders accepted to be free of penalty clauses, and will not be liable for any charges unless specific delivery penalty clause Conditions and payments are noted on ORIGINAL CUSTOMER ORDER and with written agreement by Pemco.

TAXES

All quoted prices are exclusive of Federal, State and Local taxes that may apply to products sold in your state and will be the responsibility of the party issuing the purchase order. If taxes are imposed following the date of shipment, the responsibility falls on the party

issuing the purchase order and will be billed accordingly.

STANDARD FINISHES

Standard finishes, as shown, are supplied unless otherwise specified.

SPECIAL FIXTURE QUOTATIONS

Any non-standard catalog item fabricated to customer's specifications must be quoted in writing by the factory. Orders for special fixtures will not be entered for processing without written acceptance and approval from the customer. Once processed, orders for special fixtures are non-cancelable and non-returnable. Special orders require a 50% deposit with order and balance due upon delivery.

MISCELLANEOUS

Every possible effort is made to avoid errors and omissions in catalogs, price sheets and other literature. Pemco does not assume responsibility for errors or omissions in illustrations and/or literature, nor is any warranty implied. Possession of price sheets does not in itself constitute an offer to sell. Pemco cannot be held responsible for differences between published weights as compared to actual weights, due to the normal variance in the specific density of metals, glass and packing material provided.

ACCEPTANCE OF Terms, Conditions

These Terms and Conditions constitute the complete agreement between buyer and Pemco Any printed statements on customer's order to be contrary notwithstanding. Any Conditions other than these must be agreed upon in writing by Pemco to be applicable. The issuance of an order to Pemco shall constitute acceptance by customer of these herein stated Terms and Conditions.

ALL PRICES AND Terms AND Conditions OF SALE ARE SUBJECT TO CHANGE WITHOUT NOTICE.

The Pemco Lighting Products, LLC name and logo are registered trademarks of the company and may not be used or reproduced in any form without written permission.