

PRECISION ARCHITECTURAL LIGHTING, INC. (P.A.L.)

GENERAL TERMS AND CONDITIONS

PAYMENT TERMS

For customers with approved credit, payment terms will be as follows:

- 1) For all orders invoiced between the 11th and the 25th (inclusive), a 1% discount may be taken if the invoice is paid by the 10th day of the following month.
- 2) For all orders invoiced between the 26th and the 10th (inclusive), a 1% discount may be taken if the invoice is paid by the following 25th.

If the discount is not taken, all invoices are due net 30.

All outstanding balances over 30 days will be assessed a 1% per month service charge thereafter.

MINIMUM ORDERS

There is a \$500.00 minimum on all orders except for replacement parts which is \$50.00.

QUOTATIONS

All factory quotations are subject to final written confirmation by P.A.L. Unless otherwise specified, all quoted prices are valid for 90 days from the date of quotation.

ORDER ACCEPTANCE AND ACKNOWLEDGMENT

All orders are subject to the acceptance and approval of P.A.L.

Approved submittal drawings will be required on all orders unless waived by the customer in writing. If submittal drawings are waived, products will be fabricated according to P.A.L.'s interpretation of the order.

An order acknowledgment is issued after the acceptance of orders by P.A.L. If there are any errors in the acknowledgment, P.A.L. must be notified in writing within 20 days of the date of the acknowledgment. If not, P.A.L.'s acknowledgment will be binding.

The scheduled shipment date indicated on the order acknowledgment is the best estimation of the shipment date. P.A.L. shall not be responsible for any damages resulting from delayed shipments.

CANCELLATIONS

A cancellation fee will be charged to and paid by the customer and is based on costs incurred by P.A.L. prior to P.A.L.'s receipt of a written cancellation notice. Charges will be determined as follows:

| Cancellation Charge | Job Status |
|---------------------|---|
| 0% | Job has been released but is not yet engineered. |
| 25% | Job has been released and completely engineered. |
| 50% | Job has been released and completely engineered, parts have been ordered, and many of the parts have been received. |
| 75% | Most parts have been received and fabrication has started. |
| 100% | Fabrication is mostly complete and some or all of the housings have been painted. |

FREIGHT TERMS

All shipments are F.O.B., P.A.L. factory, Houston, Texas, unless otherwise agreed upon by the Houston office.

Continental United States: Freight is allowed on shipments of \$6,000 or more to any one destination within the continental United States.

If partial shipments of an order (as opposed to single shipments) are requested by the customer in writing, freight charges will be billed when the value of the partial shipment is less than \$6,000.

Canada: Freight is allowed on shipments of \$8,000 or more to any one destination within Canada. Importing broker must be designated and

provided by buyer at time of order entry. All fees, except border crossing charges, are to be paid by buyer.

If partial shipments of an order (as opposed to single shipments) are requested by the customer in writing, freight charges will be billed when the value of the partial shipment is less than \$8,000.

Routing and means of transportation will be P.A.L.'s selection unless otherwise selected and requested by the customer in writing, in which case the customer assumes any and all added charges.

Claims for losses and/or damage in transportation must be filed by the customer with the carrier and reported to P.A.L. within 15 days of such loss or damage, so that P.A.L. can render every aid and assistance in the presentation and enforcement of such claims.

RETURNS

All material provided by P.A.L. is custom built for each order. P.A.L. does not stock any completed fixtures and therefore cannot allow material returns due to (among other things) customer mistakes or jobsite changes. Material returned for other reasons will not be accepted without written authorization from P.A.L.

Requests for returns must be made in writing within 90 days of the date of shipment.

All material returned must be accompanied by an RGA number issued by P.A.L.

LIMITED WARRANTY

P.A.L. guarantees material and workmanship (except as limited below) for a period of one (1) year from the date of shipment. Should defects occur after installation, and within the warranty period, they should be reported to the local P.A.L. Representative. Any merchandise found to be defective prior to installation (other than freight damages) will be repaired or replaced at the option of P.A.L. Compensation will be established only after submittal to and approval by P.A.L. of a quotation for a repair. No labor cost will be accepted by P.A.L. without prior written authorization.

Ballasts, Emergency Battery Packs and Generator Transfer Devices are subject to the warranty of their respective manufacturer.

No other warranty is expressed or implied. All warranties of merchantability and fitness for a particular purpose which exceed P.A.L.'s aforesaid obligation are hereby disclaimed.

LIABILITY

P.A.L. will not be held liable for any damage, loss, cost of repair, incidental or consequential damages of any kind, whether based on contract, warranty or negligence in connection with the use or repair of any P.A.L. product. P.A.L.'s maximum liability shall not in any case exceed the contract price for the product claimed to be defective or unsuitable.

P.A.L. products are designed and engineered in accordance with requirements of Underwriters Laboratories and the National Electrical Code. Some items may not conform to local codes. P.A.L. will not accept any responsibility for claims, exchanges or other liabilities resulting from the purchase and/or installation of fixtures that may not meet local codes. All electrical fixtures must be installed by a qualified electrical contractor in accordance with code requirements.

ERRORS AND OMISSIONS

P.A.L. catalog and price list are for the convenience of the user. Every effort is made to avoid error. P.A.L. does not assume any responsibility for any errors or omissions.

MISCELLANEOUS

Prices and terms are subject to change without notice.