

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. Prices firm for order entry within 60 days, release within 90 days. Lead time will be determined at time of release.

ORDER ACCEPTANCE AND ACKNOWLEDGMENT

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

Approved submittal drawings are required on complex 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 7 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.
100%	Most parts have been received and fabrication has started.

FREIGHT TERMS

[Within the 48 contiguous United States]: F.F.A. on shipments of \$7,500 and greater - BOOK PRICE.

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 \$7,500 - BOOK PRICE.

[Alaska, Hawaii and Puerto Rico]: F.F.A. to forwarding point within the 48 contiguous United States on shipments of \$7,500 and greater - BOOK PRICE.

[Canada]: F.F.A. on shipments of \$10,000 and greater - BOOK PRICE. The importing brokerage firm must be designated and provided by the buyer at time of order entry. All fees, except border crossing charges are to be paid by the 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 \$10,000 - BOOK PRICE.

Routing and means of transportation will be P.A.L.'s selection unless otherwise specified 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.

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

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 (5) years 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.

Drivers, 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 lists 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.

DRAWINGS AND LEAD TIMES

SUBMITTAL DRAWINGS

Because of the specialty nature of Precision Architectural Lighting products, we recommend submittal drawings be provided for all projects.

Submittals are not required but will be furnished upon request for orders requiring standard length fixtures (12' and under) and utilizing standard mounting hardware.

Submittals will be furnished and one approved copy must be returned at time of release for orders requiring any of the following:

- a) Any special length fixture.
- b) Any fixture or pattern requiring wall to wall dimensions.
- c) Complex patterns.
- d) Product modifications or variations.
- e) Special products.

If submittal drawings are not requested, or if they are waived in writing by the customer, products will be furnished according to Precision Architectural Lighting's interpretation of the order.

RECORD DRAWINGS

Record drawings are provided by the factory on every order regardless of size. A digital copy of the drawing will be sent to the representative responsible for order entry. The drawing should be distributed as follows: 1 to Representative's file, 1 to the Distributor and 1 to the Contractor. These are the drawings by which the orders are produced. Most contractors find the information presented on the drawings very helpful in making mounting and feed provisions on the jobsite. This also gives the distributor and contractor an opportunity to review exactly what has been ordered and verify that products being shipped meet the requirements of the project.

DRAWING TAKE-OFF DISCLAIMER

Take-offs by PAL are provided as a courtesy. Final responsibility of types, lengths and quantities is that of the purchaser. Complex orders are subject to approval of PAL submittal drawing(s).

LEAD TIMES

Normal lead time for standard products is 6-8 weeks after order acceptance and receipt of approved drawings (if required) by the factory. Please advise the factory of any special lead time requirements for your projects. Normal lead time for complex patterns and large projects is 8-10 weeks. Please consult the factory for lead times on product variations and special products.

Normal lead time for products designated as "Quick Ship" is 10 days (working days) after receipt of a released order. Quick Ship dates do not include nationally recognized holidays.

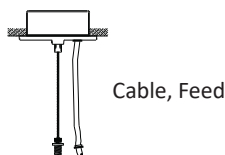
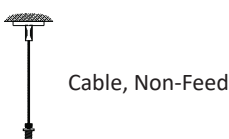
GENERAL DISCLAIMER

As we continue to improve our Design, Quality and Performance, P.A.L. reserves the right to change specifications without prior notice.

MOUNTINGS

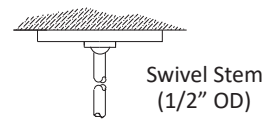
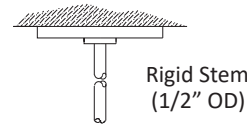
CABLE

Cable assemblies are provided with a fully adjustable fitting to facilitate installation of the fixtures. It is still necessary to advise the factory of an estimated cable length. All cable assemblies are supplied with white canopies. Please notify the factory if other finishes are required. Power feed cable assemblies are supplied with a straight clear-foil SJT feed cord (size and number of conductors as required). Unless otherwise notified, 36" cable assemblies will be shipped with the order.



RIGID & SWIVEL STEM ASSY'S

All stem assemblies are furnished with stems and canopies finished gloss white, except those furnished with Wet Location fixtures which are finished to match fixture housing. Please notify the factory if other finishes are required. The swivel stem assembly allows the stem to swivel 30° either side of vertical. Standard stem lengths are 6", 12", 18", 24", 30", 36", 42", and 48". Consult the factory for availability and pricing of non-standard stem lengths.

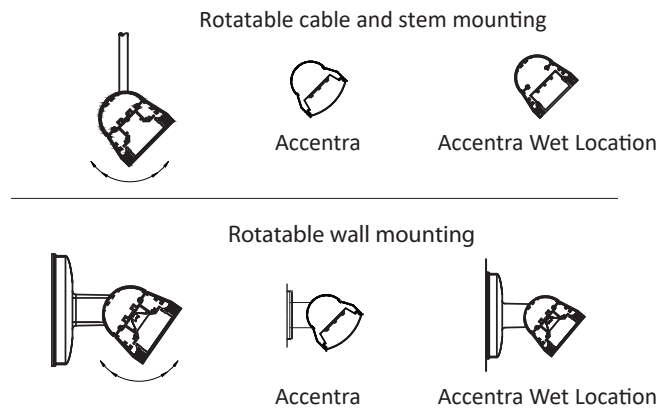


WALL

Wall bracket assemblies are finished to match fixture housings. Consult factory for price and availability of extended wall brackets.

ROTATABLE MOUNTING

Accentra Series and Accentra Wet Location Series Rotatable Modules for allow 359 degree rotation.



PAINT PRICING AT 13% COMMISSION

WET LOCATION FIXTURES:

STANDARD FINISHES:	F01M, F10 F11T, F12	NO CHARGE
PREMIUM FINISH:	F01G AND ALL OTHER PREMIUM FINISHES	\$250 SET-UP CHARGE

ALL OTHER FIXTURES:

STANDARD FINISH:	F01M	NO CHARGE
PREMIUM FINISH:	F01G AND ALL OTHER PREMIUM FINISHES	\$250 SET UP CHARGE
CUSTOM COLOR MATCH:		CONSULT FACTORY
SPECIALTY FINISHES - (INCLUDING WOOD-GRAIN):		CONSULT FACTORY
METALLIC FINISHES:		CONSULT FACTORY