

#### TERMS

We encourage payment upon receipt of your invoice. Terms for all Birchwood Lighting, Inc. products are "Net 30 Days". Payment is due 30 days from the "Invoice Date" marked on the top of your invoice. To be eligible for these terms, an application to purchase on open account must be submitted by the customer and approved by Birchwood Lighting, Inc. Any invoice not paid within thirty days of the Invoice Date is considered past due and will be charged 1 ½% of the outstanding balance per month until it is paid in full. Orders received when an account is past due may be held until payment is received on all past due invoices.

#### FREIGHT ALLOWANCE

For shipments outside the contiguous United States, contact the factory for additional applicable terms and conditions.

All shipments are F.O.B. our factory.

All orders having a net price of \$5,000 or more for one consignee for one shipment qualify for freight allowance. All orders having a net price of less than \$5,000 will be assessed freight and handling charges.

**ALL SHIPMENTS**— For all orders that qualify for freight allowance, we reserve the right to select the carrier and to route shipments at our discretion. We will ship in the manner selected by the customer provided the customer assumes any additional transportation costs.

#### TRANSPORTATION CLAIMS

Our equipment is tested for mechanical defects prior to shipping. Our packaging is regularly inspected by transportation authorities who assume responsibility for both apparent and concealed damages sustained by improper handling. Title passes to purchaser upon delivery by us to the carrier, and all claims for damages or shortages in transit shall be made by purchaser with delivering carrier. Bills of lading marked with "Shippers Load and Count" do not constitute a transfer or liability for the freight or damages from the consignee to Birchwood Lighting, Inc.

#### PRICES

Prices are subject to change without notice. In the event of a price increase, all accepted orders on hand will be filled at lower prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Special quoted orders that cannot be released for shipping prior to the price increase may be subject to an increase in price. Minimum billing for all product or parts orders is \$50 net. Prices do not include lamps unless so specified.

Standard pricing supplied by the factory, whether shown in price books or on quotes and invoices, reflects a discounted price if paid by cash or company check. Prices for other forms of payment are slightly higher.

#### RETURNS

Due to the custom nature of our products, all fixtures sold by Birchwood Lighting are built-to-order and therefore considered to be special order. In order to maintain the high level of quality that we are known for, we do not re-sell fixtures that have been built for a previous project and then returned to us for any reason. Consequently, Birchwood Lighting does not give full credit for returned fixtures for any reason.

As a courtesy to our customers, we offer a nominal credit per fixture returned, provided the fixture has never been installed and/or powered up. This courtesy applies only to fixtures containing a ballast or driver (i.e.: "satellite" fixtures do not qualify). If free shipping was applied to the original order, the cost of that shipping will be deducted from the return credit. See complete return policy for more details.

#### NON-RETURNABLE PRODUCTS

All non-standard, special, custom made and modified products are not returnable.

#### CANCELLATION CHARGE

Orders may not be cancelled unless we are reimbursed for work already performed and for special material purchased by our company. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to the customer.

#### LIMITED WARRANTY

Birchwood Lighting warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of (5) five years from the date of shipment. Our guarantee liability extends only to the repair or replacement of the defective part, and no labor charges for correction of the defect by repair or replacement will be paid by Birchwood Lighting unless prior written authority has been granted by our factory sales department. Birchwood Lighting shall not be liable for damages that result from the deliveries that do not occur within a customer's specified time frame or for any delay or default in delivering products where occasioned by any cause beyond the control of Birchwood Lighting, including without limitation embargoes; shortages of labor, raw materials or fuel; fires; floods; accidents; acts of war; or other similar causes.

**LED Driver/Fluorescent Ballast Guarantee** — Drivers/ballasts are those of recognized, responsible manufacturers. Orders calling for specified brand name or type driver/ballast will be handled on a quotation basis only. Claims for defective drivers/ballasts found to be in

warranty should be made directly to the driver/ballast manufacturer through their local service center or their field representative in order to expedite replacement. Birchwood Lighting is not responsible for any costs or expenses, including, without limitation, any labor charges for replacement of defective drivers/ballasts. Any such costs would be the responsibility of, and must be authorized by, the driver/ballast manufacturer. Copies of each manufacturer's standard replacement program are available upon request from Birchwood representatives or can be accessed via our website.

#### LIMITATION OF LIABILITY

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to Birchwood Lighting's products. The total liability of Birchwood Lighting 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, Birchwood Lighting's performance or breach of the foregoing limited warranty or from Birchwood Lighting's sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above.

**IN NO EVENT SHALL BIRCHWOOD LIGHTING BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY.**

#### ACCEPTANCE

Acceptance of orders can be made only at our factory or through our factory authorized sales agents on the basis of these terms and conditions of sale. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgment of and agreement with these Terms and Conditions.

**THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. BIRCHWOOD LIGHTING MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND BIRCHWOOD LIGHTING EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF BIRCHWOOD LIGHTING HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.**