



Schröder Lighting LLC – Terms and Conditions of Sale

Effective January 1, 2008

Applicability of these Terms

1. Except as expressly agreed in writing signed by a member of the SCHRÉDER management, the present Terms and Conditions shall constitute the entire sales agreement between SCHRÉDER and the Customer. Any contrary or additional terms or conditions submitted by the Customer (other than the description of the products being ordered and the requested quantities, price, shipping date, and shipping location contained in Customer's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Customer's submission of a purchase order shall indicate Customer's acknowledgement of and agreement with the present Terms and Conditions.

2. SCHRÉDER reserves the right to change these Terms and Conditions without notice.

Prices, Specifications and Quotations

1. All prices are subject to change without notice.

2. Prices exclude all taxes.

3. Specifications are subject to change without notice. Consult factory for verification. The compliance of our product to individual project specifications and the approval for their use is not warranted by SCHRÉDER.

4. All quotations, bids, contracts and orders are subject to the final written approval, acceptance and/or confirmation of SCHRÉDER. Quotations will be valid for a period of thirty (30) days counting from the date of the quotation. Confirmed prices on deferred or hold orders will be valid for ninety (90) days.

Intellectual Property

SCHRÉDER remains the sole owner of the integrality of intellectual property rights on all plans, drawings, studies and any other documents distributed by SCHRÉDER, as well as the integral rights on the technologies and know-how related to the SCHRÉDER products.

Orders

1. The minimum acceptable order is \$300 book price, with the exception of orders for replacement parts which carry a \$100 minimum.

2. Delivery times communicated by SCHRÉDER are estimates only and do not give rise to any further commitment from SCHRÉDER.

Freight

1. All orders having a distributor price exceeding \$5,000 for one destination for one shipment are shipped F.O.B. factory with freight prepaid and allowed to the nearest destination served by a common carrier (off loading not included) within Canada and the 48 contiguous United States, except for Yukon, Nunavut, Labrador and Northwest Territories, in which case SCHRÉDER will prepay the freight to the designated unloading point served by a common carrier. All orders having a distributor price of less than \$5,000 for one destination for one shipment will be assessed freight and handling charges.

2. For orders that qualify for freight allowance, routing and mode of transportation are determined by SCHRÉDER, unless otherwise specified and requested by the Customer, in which case the Customer assumes any or all additional charges.

3. Shipment must be unloaded promptly as SCHRÉDER will pay no demurrage.

4. All claims for damage to or loss of any goods in transit shall be made by Customer with delivering carrier.

Payment Terms

1. Complete payment must be made net 30 days from the invoice date.

2. 1,5% monthly interest charge will apply to all past due accounts.

Order Changes

1. An order change fee will apply in case of any product modification, change in quantity or any other change in the order after this order has been released and scheduled. This fee will be determined at SCHRÉDER's discretion.

2. Any change order will automatically involve a reschedule of the shipment date.

Cancellations

1. All cancelled orders are subject to a cancellation charge to be determined at SCHRÉDER's discretion, on the basis of the costs SCHRÉDER already incurred for the order at the moment of cancellation.

2. Partial cancellations may affect freight prepayments, whereas additions to orders which have already been processed will be considered separate orders for purposes of freight prepayment.

Returns

1. No product(s) will be accepted for return unless accompanied by a Return Goods Authorization issued by the SCHRÉDER Sales Coordinator only. Requests to return merchandise must be made within six (6) months of the date of shipment by SCHRÉDER. A restocking and reworking charge covering all costs, including two-way freight, will apply to all returns. All returned products must be in salable condition in order to qualify for credit.

2. Orders accepted by SCHRÉDER for customized, modified or specifically-produced items are non-cancelable and said items are non-returnable.

Limited Warranty

1. It is the Customer's responsibility to inspect the merchandise upon delivery and before installation, and report any error or defect to SCHRÉDER, in writing, within ten (10) days of said delivery. Should the Customer fail to do so, all parties will conclude that the merchandise has been delivered in accordance with the order.

2. SCHRÉDER warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of one (1) year from the date of shipment. This warranty liability extends only to the provision of new parts free of charge, in replacement of any parts recognized by SCHRÉDER as being defective. SCHRÉDER will only be liable when Customer proves that the defect arose during the normal use of the product, and that it existed at the moment the product was shipped. Any and all other costs, including costs of labor, transport, or costs relating to the removal, installation or proper selection of products, are excluded from this warranty.

SCHRÉDER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. The replacement of defective parts by SCHRÉDER will not give the Customer any right to compensation of damages.

4. Parts or products not manufactured by SCHRÉDER, such as H.I.D. ballasts and photoelectric controls, carry the original manufacturer's warranty.

5. SCHRÉDER will not be liable for failure(s) or delay(s) in the execution of the order which are directly or indirectly caused by war, conditions of war, enemy actions, national emergency, sabotage, revolution or other disorders, inadequate transportation facilities, inability to secure raw materials or supplies, fuel, or power, fire, flood, windstorm, or other acts of nature, strikes, lockouts, or other labor disturbances, orders or acts of any authority, or any cause of similar or different kind which is beyond the reasonable control of SCHRÉDER.

6. In no event shall SCHRÉDER be liable for any damage occurred as a result of the installation of damaged goods.

Applicable law and Courts

The sales agreement between SCHRÉDER and the Customer shall be deemed to have been made and accepted in Elk Grove Village, Illinois, USA, and shall be governed by the laws of the State of Illinois. All disputes arising from or related to present agreement will be determined exclusively by the competent courts of Illinois.

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