

OMEGA LIGHTING : 5 YEAR WARRANTY AND EXCLUSIVE REMEDY

All sales by Omega Lighting of the items in this comparative crossover chart and in our catalogs (as well as all "custom" variations) are made pursuant to these standard terms and conditions of sale. We will not be bound by the terms and conditions stated in a customer's purchase order to the extent that the purchase order attempts to vary our standard sales terms. The customer's own resale terms and conditions shall be the customer's sole responsibility.

These terms and conditions constitute the entire agreement between Omega and customer, and supersede all other communications between the parties, whether written or oral. No purported modification or waiver of the provisions hereof shall be binding upon Omega for any purpose unless it is contained in a writing signed by an authorized representative of Omega.

TERMS

Discount of 1% (taxes, freight, etc. excluded from discount) 10th prox., net 25th. Date of invoice shall be date of shipment. We reserve the right to invoice all orders at prices in effect at time of shipment unless our quotation specifically stipulates otherwise.

Past due accounts are subject to a service charge equal to 1¹/₂% per month, but in no event higher than permitted by applicable law. In addition to such late payment service charges, costs and expenses associated with collection of past due amounts, including reasonable attorney's fees, shall be added to amounts past due.

MINIMUM ORDER CHARGE

All orders are subject to a minimum billing requirement as outlined below. Orders for less than these values will be billed at the minimum.

- A. All original orders are subject to a \$50 minimum billing charge.
- B. Orders for special merchandise other than described in Omega's catalogs are subject to a minimum billing of \$1,000 per each "special" line item on order with a minimum order for all such "special" line items of \$5,000.

ORDER CANCELLATION TERMS

Cancellation of standard item orders will be accepted only if made in writing and received one week prior to manufacturing of order. If a specific production is required to fill an order, written cancellation must be received by us prior to production. Special or custom orders may not be cancelled after Release of Order. A cancellation charge up to the price of the product will be made on any special or custom items if same are cancelled after Release of Order. **VERBAL ORDER CANCELLATION WILL NOT BE ACCEPTED.**

HOLD ORDERS

On those orders entered as "Hold for Release" or "Delivery date to be furnished later," production and procurement of components not normally stocked will be withheld until the Release of Order. Orders accepted under the condition of "Hold for Release" must be released for production within six (6) months of receipt by Omega. All orders not released within six (6) months may be subject to price escalation of 1¹/₂% per month. Hold for release orders are subject to a minimum of \$5,000 per order. Hold for release orders for less than \$5,000 will not be accepted.

QUOTATIONS

All fixture quotations must be in the form of a written quotation from the factory. Prices will remain in effect as specified on quotation. We reserve the right to withdraw a quotation at any time before order is accepted by Omega.

All prices subject to Federal and State tax where applicable.

RETURNS POLICY

All sales are final. However, in some cases returns may be allowed within 90 days after original shipment date. No products will be accepted for return without our written approval and unless accompanied by a properly authorized written "Return Goods Authorization" from Omega. Return material must be in the current Omega price sheet, not identified as discontinued items and must be in salable condition in a sealed original carton. All material must be received within 30 days of the date when the R.G.A. was issued. All products to be returned must conform to the current catalog descriptions. Return freight must be prepaid.

Credit for returns will be allowed only for the actual quantity received by Omega. Credit will be issued at our current published price or at the price made on the specific invoice, from which will be deducted the expense for return freight (if not prepaid), the initial freight charges if prepaid and a minimum restocking charge of 40% of the invoice value.

Material returned without authorization will be accepted with no credit issued.

Products appropriately returned for defects in material and workmanship, or error in shipment as determined by Omega management will be accepted for full credit without service charge upon inspection for such defects or errors.

Special or custom-made products including units that are modified from standard units cannot be returned for credit.

Parts and/or components of complete fixtures will not be acceptable for return and credit.

SHIPMENTS

All shipments are F.O.B. our shipping point and all goods are shipped at the customer's risk. Title to merchandise passes to customer and Omega Lighting's responsibility for safe delivery ceases when merchandise is accepted in good condition by the carrier. Any redress for damages sustained during transportation must be obtained from carrier.

All sales are F.O.B. factory, but freight allowed to destination on each order or partial release thereof totaling \$2,000 or more within the continental United States. In all cases, the carrier will be selected by Omega. Where carrier is specified by customer, extra freight charges where incurred will be added. Claims for shortage or damage must be made directly to the carrier promptly. Deductions from invoice will not be allowed. All shipment and delivery dates given by Omega are best estimates only. We assume no liability for and shall not be held responsible for delays in shipping orders. We reserve the right to refuse to make direct shipments to destinations outside the customer's normal trading area. Pricing for palletized shipments quoted upon request.

The Inventory Class Key is shown to assist the user in identifying normal shipping time after release of order for average order quantities relative to stock on hand. This is not a guarantee of specific shipping times. For specific shipping information contact Omega Customer Service or your local sales representative.

ERRORS & OMISSIONS

The Omega catalog and price sheet are prepared for the convenience of the user. Every effort is made to see that they are complete and accurate to avoid error. Omega does not assume responsibility for any errors or omissions in its printed material.

Omega Lighting reserves the right to discontinue, modify, improve or change at any time product specifications, designs or prices without incurring obligation.

ORDER INTERPRETATION

Unless exception is noted on our Order Acknowledgment we will accept and process orders for standard catalog items in accordance with the latest published catalog sheets. We will not be responsible for adherence to plans, specifications and addenda unless they accompany the order and are accepted as such by Omega Lighting.

MODIFICATIONS

Any modification to an Omega product not made at the factory will void the U.L. listing and the Omega warranty policy.

STORAGE

Any detention, demurrage, storage or auxiliary charges assessed by carriers or warehouses resulting from customer's requirement for special service or failure to accept delivery in a timely manner shall be paid by customer.

TOOLING

Charges for dies, tools or other equipment do not convey ownership or right to possession therein to customer. All such tools, dies and equipment shall be and remain the property of Omega and Omega shall have the exclusive right to possession and control of such equipment.

WARRANTY AND EXCLUSIVE REMEDY

Omega products, when properly installed and under normal conditions of use, are warranted to our customers only to be free from defects in material and workmanship within **Five years of date of purchase (other than ballasts) when accompanied by original purchase order.** Ballasts supplied with HID and fluorescent units are covered by separate ballast manufacturer's warranties. Customer's sole remedy for a warranty claim or otherwise shall be limited to repair or replacement of the subject product if it is shown to have been defective in material or workmanship at time of shipment. In no event shall Omega's liability for a defective product exceed the original cost of the product. Except for such a warranty and exclusive remedy as stated, (and the express warranty of title), **we disclaim all other warranties, whether express or implied, and specifically disclaim the implied warranties of merchantability and fitness for a particular purpose.** In no event shall we be liable to customer in warranty, contract, negligence, strict liability or otherwise, for any damages, whether incidental or consequential, which are alleged to be caused by one or more of our products, beyond the cost to the customer of the subject product or products. Therefore, the customer's sole and exclusive remedy against us for breach of warranty, breach of contract or negligence or strict liability or otherwise shall be limited to repair or replacement of the subject product at our option (excluding installation and removal charges which shall not be our liability) or, if we choose, refund of the purchase price.

In no case does our warranty and exclusive remedy extend to anybody other than our customers. Our customers are not authorized to extend warranties or remedies on our behalf to anyone. Such unauthorized extensions of warranties or remedies by the customer shall remain customer's responsibility.

Customer is responsible for determining the suitability of our products for customer's use or resale, or for incorporating them into objects or for applications which customer designs, assembles, constructs or manufactures.