

QuantaLight, Inc. • Sales Terms & Conditions

APPLICABILITY: These Sales Terms & Conditions together with the product quotation, and if available Limited Warranties specific and unique to each product, set forth the entire terms which govern the sale of luminaries and accessories by QuantaLight, Inc. ("Seller"), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, of the offer. These terms prevail over any general terms and conditions in a Purchaser's purchase order (PO) or other similar document. These Sales Terms & Conditions apply to all involved in the purchasing chain, including but not limited to, the agent, the originator of the PO, the distributor, the contractor(s), the customers of those aforementioned, and the ultimate owners of Seller's products. The most up-to-date Sales Terms & Conditions found on Seller's website supersedes all older versions.

CHANGE IN PRODUCT DESIGN: Seller reserves the right to modify, discontinue, and change the design or construction of any product and reserves the right to substitute materials or products.

PRICING: (1) Official price quotation provided by the Seller or independent Sales Agent will remain valid for 30 days from the date of issuance, unless stated otherwise on the Seller's quote. **(2)** Accessories are priced as separate items and ordered through associated catalog numbers. **(3)** Products not included in the quote are sold at the prices set forth in Seller's published price list in force at the time the new purchase order is received. **(4)** Seller's published Price List subject to change without notice.

PAYMENT: Net 30 days from date on invoice. (International: Unless otherwise approved in writing by Seller, Purchaser to make 30% down payment at time of order and Payment in full before shipping.) Late Payment: A service charge of 1.5% per month will be added to any portion of purchaser's outstanding balance which is not paid within 30 days after invoice date. Accepted payment forms: Check or wire transfer.

TAXES AND SPECIAL FEES: All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by the purchaser. The purchaser shall be responsible for all such charges, costs, and taxes.

ORDER CANCELLATION TERMS: (1) Made to Order (e.g., customized requirements or color) POs may be cancelled without charge if cancelled within 48 hours of receipt of PO, AND manufacturing has not begun. **(2)** Stock orders may be cancelled, *prior to shipping*, without charge.

RETURNS: (1) Made to Order products (e.g., customized requirements or color) may NOT be returned. **(2)** Stock products may be returned under the following conditions: (a) No returns accepted after 90-days from original shipment date from QuantaLight. (b) Purchaser must contact Seller through customer service to obtain a Return Merchandise Authorization ("RMA") number before shipping the product. No returns of any type will be accepted without an RMA number. (c) Returns must be made within 30 days of RMA issue. (d) All returns must be clearly marked with the RMA number, and include a copy of the original invoice to ensure proper credit to the purchaser. (e) Only unused, damage free, current items (active models), in original undamaged cartons, and in sales ready condition may be returned. (f) All return shipments must be insured and shipped prepaid at the purchaser's expense. (g) A 20% restocking fee will be added to all items returned, whether for credit or exchange; the Seller may elect to waive the restocking fee if a replacement order is immediately placed (within 3 days) totaling the same value of the returned items. (h) Final credit is based on inspection of products. (i) Return shipping paid by customer.

SHIPPING: (1) F.O.B. Houston TX. **(2)** Freight Allowed is \$1500.00 for the Lower 48 United States. Otherwise, freight is prepaid (with approved credit) and charges will be added to Invoice. **(3)** Unless otherwise instructed clearly on the Purchaser's PO, orders are shipped via Ground freight, with the freight carrier chosen by Seller. **(4)** Seller to select the carrier and shipping method unless otherwise clearly indicated on Purchaser's PO, or otherwise agreed in writing. **(5)** Fees for any in-route change (Reconsignment) made by Purchaser, or delivery site waiting charges (Carrier Detention Fees), will be the responsibility of the Purchaser. **(6)** INTERNATIONAL: FOB Origin, Freight collect. Freight is arranged and paid directly by Purchaser. Purchaser must obtain Seller's prior consent for any order to be delivered outside the contiguous United States. **(7)** The Purchaser shall be responsible for all shipping, taxes, import duty, and any charges imposed by any governmental authority. **(8)** Risk of Loss: Seller's responsibility shall be complete upon transfer of possession of goods to freight carrier and/or freight consolidator, whereupon all risk of loss, damage or destruction to the goods shall pass to the purchaser. The Seller is not responsible for collecting loss claims. **(9)** Claims for losses or damage incurred during transit must be reported directly to the carrier. **(10)** Shipping Terms subject to change.