

Zumtobel Lighting, Inc. (ZLI)

Summary of Terms

Prices and Terms

All previous price schedules are superseded. Prices are subject to change without notice. Our order confirmation is final and binding and any subsequent change is subject to ability to conform.

Prices are FOB factory, Highland, New York and Fair Lawn, New Jersey. Prices do not include lamps, installation, special packing, insurance or any sales, user, excise or similar taxes. Applicable sales tax is separately itemized.

Orders are subject to acceptance by ZLI. No order is binding unless a written acknowledgment or acceptance is issued by ZLI. Accepted orders cannot be canceled by the customer, without prior written consent of ZLI, then only if ZLI is indemnified for any loss or expenses incurred.

ZLI's acknowledgment contains the binding General Terms and Conditions of Sale. Modifications of General Terms and Conditions of Sale are not binding on ZLI, unless authorized by ZLI in writing. ZLI may change the General Terms and Conditions of Sale without notice to the customer.

Any order under \$2,500 distributor net value will be charged an additional \$250 minimum handling fee.

Payment terms are net thirty (30) days from date of invoice. Amounts past due are subject to a finance charge of 1.5% per month. Customer will be charged for all costs incurred for collection of overdue invoices which may include reasonable attorneys' fee and legal expenses. All invoices are payable in U. S. funds.

Freight and Delivery

Freight will be allowed on single net orders of at least \$5,000 (standard orders) in the continental USA. Shipments over the minimum to Alaska, Hawaii, Puerto Rico or export are freight allowed to dockside within the continental USA.

Carrier and routing are at ZLI's discretion. ZLI will endeavor to ship all orders in one shipment. If the customer requests multiple shipments on the same job, which do not constitute a full truckload, ZLI will only pay the freight on the initial shipment. The customer will pay for all remaining partial shipments at their own expense.

ZLI will not be responsible for freight costs for orders quoted at 0% commission for accommodation sales or showroom fixtures. Additional charges will apply as follows for special job site requirements:

- Elevated lift-gate service \$50.00
- Inside delivery \$50.00
- Delivery appointments \$25.00
- Wait time (after two hours) \$100.00 per hour

A handling charge of up to 10% of the order will be added to the freight charges for orders not meeting the minimum freight allowance.

Customers arranging for their own transportation will be charged a flat handling fee of \$100.00

Shipping dates are approximate. No responsibility is accepted for delays beyond ZLI's control. All shipments travel at customer's risk. Factory responsibility ends upon acceptance by the carrier. Title and risk then pass to the customer and any damage arising in transit should be filed promptly with the carrier. Claims for shortages or damage in transit must be filed by the consignee with the carrier.

Returns

Merchandise returned to the manufacturer without its prior written authorization will be refused. All returned goods must be accompanied by an RGA (Return Goods Authorization). The RGA# must be clearly marked on the freight paperwork or the shipment will be refused. Authorized returns must be sent prepaid; collect shipments will be refused. Requests for an RGA must be made within 90 days of invoice date and have to be returned within 60 days of issuance of RGA. All returned merchandise is subject to a minimum service charge of 50%. Repacking and repairs are in addition to freight both ways and any reconditioning charges which may be necessary. Merchandise with an invoice value of \$500.00 or less is not subject to return. Modified or special fixtures, or fixtures with special finishes cannot be returned. All merchandise must be returned in factory sealed cartons and in saleable condition, and only by authorized ZLI carriers. Merchandise authorized for return in writing due to manufacturer's defect or error will be accepted at full credit without a service charge.

Cancellations

Cancellations of orders accepted only if issued in writing and received 72 hours before order is shipped. All cancellations are subject to a minimum cancellation charge of 25% and/or any costs for labor and material for items that have already been manufactured or material that has been purchased for the order in question. Modified or special fixtures with special finishes cannot be cancelled.

Consigned Material

Consigned material must be at ZLI five days prior to manufacturing date. If the material is not available in this time frame, ZLI retains the right to reschedule the order. Consigned material shipped freight collect will not be accepted. Consigned material shipments without any identification as noted on the ZLI Consigned Material shipment form will not be accepted. Consigned lamps must be overshipped by 5% due to breakage. Overshipped items not used will be returned freight collect.

General

All standard products are U.L. listed, IBEW labeled and meet all national and local electrical codes.

No charges will be accepted for labor or materials on the job unless authorized in writing and signed by an officer of ZLI.