

# Terms and Conditions of Sale

**ACCEPTANCE/GOVERNING TERMS:** These Terms and Conditions of Sale ("Agreement") shall apply to all sales of products by Evenlite, a Corporation of the State of Pennsylvania. As used in these Terms and Conditions of Sale, "we", "factory", and "our" shall refer to Evenlite. Unless specifically agreed in writing by an authorized representative of Evenlite, any different or additional terms and or conditions proposed by any customer in a purchase order, response to quotation, or other proposal are hereby rejected by Evenlite, and shall not be incorporated into the agreement for sale of Evenlite products. Customer's assent to these Terms and Conditions of Sale shall be conclusively presumed from customer's ordering products quoted by Evenlite, customer's failure to object in writing to these Terms and Conditions of Sale, and or customer's acceptance of all or part of any products ordered. If Evenlite is found to have acknowledged customer's order or proposal, and such acknowledgment constitutes an acceptance of an offer, such acceptance is expressly made conditional on customer's assent solely to these Terms and Conditions of Sale, which shall form part of the acknowledgment, and acceptance by customer of any products shall be deemed to constitute such assent. If any quotation or other document of Evenlite is deemed to constitute an offer to customer, customer's acceptance of such an offer is limited to these Terms and Conditions of Sale.

**TERMS OF PAYMENT:** Terms of payment for Evenlite shall be NET 30 days. No discounts are allowed without prior approval in writing by an authorized representative of Evenlite. A service charge of 1.5% per month will be charged by Evenlite or its authorized collection agency on any customer balance due at the end of the month following the month of billing. Should it become necessary for Evenlite to institute formal collection proceedings to collect any past due amounts from the customer, Evenlite shall be entitled to recover its attorney's fees and other costs associated with the proceedings. Notwithstanding the acceptance of any order by Evenlite, we reserve the right not to ship material to any customer not paying in accordance with our terms or who in the sole opinion of Evenlite, may be unable to meet its payment obligations to Evenlite.

**FREIGHT TERMS:** Freight will be prepaid and allowed by Evenlite for orders totaling \$1,500.00 or more for both tritium self-luminous products or electrical products (**does not include Lite Minder Central Inverter Systems**), or any partial releases meeting the set criteria that is to be shipped within the limited continental United States. For combined orders consisting of Central Inverter Systems and unitary equipment/exit signs, unitary equipment/exit signs must still meet \$1500.00 minimum for pre-paid freight. Outside the continental United States, customer should consult factory. Orders not qualified for paid freight will be shipped with transportation charges prepaid by Evenlite, and added to customers' account. Partial shipments will be made at the direction of the customer, provided the customer pays excess freight. When Evenlite bears the cost of the shipment, we reserve the right to ship all orders in one complete shipment. Partial shipments may be made at our discretion. Evenlite will not be held responsible for storage charges or cartage charges beyond the destination address acknowledged by Evenlite. All shipments will be made by carrier selected by shipper; normally UPS surface. If order is above \$1,500.00 and customer requires carrier or service other than UPS Ground, invoice will reflect any additional difference in freight charges.

**DIRECT SHIPMENTS:** Evenlite reserves the right to refuse the request of any distributor to make direct shipments of products to any destination inside or outside the regular or assigned sales and service area of the distributor as determined by Evenlite, Inc.

**MERCHANDISE AND CLAIMS TERMS:** Unless otherwise noted, sales of Evenlite products will be FOB factory. Title to all products shall pass from Evenlite to our customers upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur. All claims for loss or damage in transit must be made by consignee to carrier within 30 days.

**DATE OF SHIPMENT:** Shipping dates are approximate and are based on conditions existing at time of Evenlite's receipt of customer firm order and full information. Evenlite will in good faith endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage resulting there from.

**RETURN MERCHANDISE TERMS:** No merchandise may be returned by customer without prior written authorization in the form of a Return Goods Authorization (RGA), which has been issued by Evenlite Inc. expressly for the merchandise to be returned. This RGA will be issued at the sole discretion of Evenlite Inc. and must be requested by the customer within 30 days of the original shipment date for tritium self-luminous products, or within 90 days for all other products. RGA's expire within 30 calendar days from date of issue, goods received after 35 days from RGA issue date will not be accepted and returned at the customer's expense. Expired RGA's will be considered resolved by the customer and any request for an extension will be at the sole discretion of Evenlite Inc. Except with respect to defective items, returned merchandise must be in its original sealed cartons. Non-stocking products, special order products, custom made products, and/or outdated or modified versions of cataloged factory stocking items are sold only on a non-cancelable and non-returnable basis, and will not be accepted for return. Except for products considered by Evenlite to be defective in workmanship or materials, all returns will be subject to a minimum 35% restocking and factory inspection charge, and a deduction will be made for the freight expense of the original shipment. This minimum charge will be based on the condition that factory inspection reveals that all material is in original factory condition. *Damages due to alterations, abuse, modifications, improper installation, or improper operating conditions or Environmental damage are not covered by warranty, and resulting repair will increase the above minimum re-stocking Charge. Merchandise accepted for return must be shipped pre-paid to the factory or other destination as specified by Evenlite. All returned material must be packaged with proper and sufficient packing material as to prevent damage in Transit. Any damage as a result of insufficient packaging and not covered by carrier shall be charged back to the distributor.*

**Material found to be damaged in transit:** A claim form must be filed with the driver on receipt of damaged cartons. Follow directions of carrier as to retention of shipping boxes, etc. and notify Evenlite immediately.

**ORDER CANCELLATION TERMS:** Evenlite Inc. will accept order cancellations from customers only if the cancellations are sent to Evenlite in writing, and received prior to shipment of orders affected. Verbal order cancellations will not be accepted. Cancellation charges to be applied shall not be less than 10% of the order, and shall be subject to increase based on costs incurred by Evenlite including but not limited to labor, material, set up and transportation charges. All costs for warehousing and freight on orders cancelled after shipment and/or refusal at destination will be charged to the customer.

**MINIMUM ORDER CHARGE:** A service charge of 50% of the price of the material will be added to all original customer orders which total less than \$50 net.



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**PRICING:** Prices are subject to change without notice. Evenlite will ship merchandise at prices prevailing at the time of shipment. Prices are exclusive of sales, use, excise or similar taxes unless otherwise noted.

**SPECIFICATIONS:** Evenlite in no way, express or implied, accepts responsibility for voltage determination. Evenlite shall not be responsible for quotations of prices or specifications concerning non-catalogued products unless Evenlite confirms this to the customer in writing. Catalogued items are those listed in Evenlite's current price sheets. Dimensions and fixtures are subject to change without notice. Unless specifically agreed to by Evenlite in writing, we do not warrant compliance of our products with individual project specifications.

**CHANGES IN PRODUCT DESIGN:** Evenlite reserves the rights to change, discontinue, or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

## GENERAL WARRANTY AND OBLIGATIONS

**WARRANTY TERMS:** The foregoing warranty is expressly in lieu of any other expressed or implied warranties, including implied warranty of merchantability or fitness for a particular purpose, and any other obligation or liability on the part of the Manufacturer in tort or otherwise, whether arising from negligence or acts constituting strict liability. In no event shall Manufacturer be liable for any loss of anticipated profits or for consequential damages.

Warranty is limited to repair or replacement at manufacturers' option, and is also limited to cost of original Evenlite material, prorated over the warranty period. Warranty does not cover damages due to alterations, abuse, modifications, improper installation, improper operating conditions including, but not limited to severe or repeated power surges, storms, floods, or other environmental damage, any and all of which shall void this warranty. Warranty also does not apply to products not manufactured by Evenlite, which have been installed and used in conjunction with Evenlite products.

**Warranty Period:** The warranty period is effective from the date of shipment by Evenlite Inc.

**Emergency Luminaires, Central Power Systems and L.E.D. sign** products offered for sale by Evenlite Inc. ("Manufacturer") excluding batteries are warranted free from defects in workmanship or material for a period of three (3) years or as set forth in sales brochures and specifications for each type of product. Batteries used in these products are subject to Pro-rata warranty periods as set forth herein or sales brochures and specifications for each product type. In addition, for L.E.D. signs, Manufacturer warrants continued illumination of LED lamps for five (5) years from date of manufacture, including all other electronic components, when installed and used under normal and proper conditions. Further, Manufacturer agrees to replace free of charge any product / component which falls below the applicable minimum acceptable brightness during its specified luminous life under the prescribed standards as of date of manufacture. The following terms of the foregoing shall constitute the sole obligation of the Manufacturer.

**SELF LUMINOUS TRITIUM EXIT SIGN** products offered for sale by Evenlite, Inc. ("Manufacturer") are warranted free from defects in workmanship and material as set forth in sales brochures and specifications for each type of product. Further, Manufacturer agrees to replace free of charge any product in which the luminosity is found to be defective during its specified luminous life under prescribed standards as of the date of manufacture. The fulfilling of the terms of the foregoing shall constitute the sole obligation of the Manufacturer.

**BATTERIES** incorporated in Evenlite product as new or batteries offered for sale by Evenlite ("Manufacturer") are warranted free from defects in workmanship and materials as follows:

### Batteries incorporated in Emergency Luminaires and Signs

Sealed Lead Acid (Calcium) Batteries: 1 Year Full, 2 Years Pro-rata

Sealed Nickel Cadmium and Nickel Metal Hydride Batteries: 1 Year Full, 4 Years Pro-rata

### Batteries incorporated in Central Power Systems

Stationary Battery warranties are supported by the original manufacturer, as such the Warranty terms for batteries are as published by the manufacturer, please refer to Central Power Systems Warranty sheet CPS-WAR for full details.

The pro-rata warranty period begins from the date of shipment by Evenlite and is subject, but not limited to **proper installation and maintenance in accordance with instruction supplied. Batteries must be placed in service or recharged within 120 days from date of shipment by Evenlite. The average ambient temperature shall not exceed 77 ° F. for more than thirty days annually.** Should a defect appear in a battery covered by the Battery Warranty pro-rata Charge period, on return of the defective battery, transportation pre-paid, and Evenlite's inspection determines the product to be defective under the terms of the warranty, Evenlite will repair or replace such battery at a cost equal to the net LIST prices at the time of repair or replacement, reduced by a percentage of such price equal to the product of the number of full years remaining in the Battery Warranty Period at the time of failure. The fulfilling of the terms of the foregoing shall constitute the sole obligation of the Manufacturer.