



## General Terms and Conditions:

**DEFINITION:** The term "SLI, Inc." or Specialty Lighting Industries, Inc., as used in this catalog, shall mean Specialty Lighting Industries, Inc.

**ACCEPTANCE:** These Standard Terms and Conditions and the Confirmation (taken together, the "Agreement") constitute the entire agreement between SLI and/or its direct or indirect wholly owned affiliates and the customer identified in a Confirmation ("Customer") for the purchase and sale of Products. In the case of any conflict or inconsistency between these Standard Terms and Conditions and the Confirmation, the provisions of these Standard Terms and Conditions shall control. This Agreement controls over any additional, conflicting or different terms in Customer's purchase order or other documentation. Customer's acceptance will be indicated in any reasonable manner (such as, for example, by submitting a purchase order referencing a Sales Quote, by signing or acknowledging the Confirmation, or by taking delivery of or paying for any Product). Notwithstanding the foregoing, if Customer and SLI have signed and delivered a separate written agreement (such as, for example, a channel partner agreement or supply agreement) that is currently effective and intended to cover the Products identified in the Confirmation ("Other Supply Agreement"), then the terms and conditions of the Other Supply Agreement (not these Standard Terms and Conditions) shall apply to the purchase and sale the Products.

**TERMS AND CONDITIONS OF SALE:** No quotation, order or acknowledgment, and no provisions of these terms and conditions of sale shall be changed in any respect except as specifically agreed to in writing and signed by an officer of Specialty Lighting Industries, Inc. No statement, representation or warranty not contained herein shall be binding on Specialty Lighting Industries, Inc. unless made in writing and signed by and authorized officer of Specialty Lighting Industries, Inc. Unless other arrangements have been authorized by our New Jersey headquarters in writing, all orders require a 50% DEPOSIT to accompany the purchase order with balance due, paid before shipment. Payments must be made directly to Specialty Lighting Industries, Inc. Payments made otherwise are unauthorized, as there are no other parties authorized to collect money for Specialty Lighting Industries, Inc. and thus payments made to other parties or entities are made at purchaser's own risk. ONCE THE ORDER HAS BEGUN IN PRODUCTION, IT CANNOT BE CANCELLED.

**PRICES:** Price quotations can be obtained from our New Jersey headquarters or from authorized Specialty Lighting Industries, Inc. representatives. Quotations are firm for 30 days, and otherwise, are subject to change without notice. Prices do not include freight or any federal, state or local taxes of any nature. All prices are for fixtures and do not include lamps, power supplies, shipping costs, or crating, unless specifically indicated in the purchase order or in this catalog. Orders placed on "Hold for Release", which are not released with a shipment date within 90 days of the date of receipt by Specialty Lighting Industries, Inc. may be subject to a price increase. Invoicing will be at prices prevalent at the time of shipping. Hold orders will not be entered for production until seller receives written release at Specialty Lighting Industries, Inc. Specialty Lighting Industries, Inc. will delay completed orders for a maximum of 14 days before a storage fee will be assessed.

**MINIMUM ORDERS:** Orders for less than \$1,000.00 net value, will be subject to a minimum billing of \$1,000.00.

**ORDERING INSTRUCTIONS AND ACCEPTANCE OF ORDERS:** All orders must be accompanied by a signed purchase order or letter and are subject to acceptance by Specialty Lighting Industries, Inc. No order placed shall be considered as accepted until officially acknowledged in writing by Specialty Lighting Industries, Inc. The terms stated on this page and Specialty Lighting Industries, Inc.'s confirmation and invoice shall constitute the entire agreement between the parties and any contrary or additional terms by the purchaser shall be deemed of no effect. Seller's receipt and acceptance of any customer order signifies acceptance of all Specialty Lighting Industries, Inc. policies, terms, and conditions. Finishes, mountings, mounting heights and lamping are standard as listed, but can be modified as agreed by Specialty Lighting Industries, Inc. Specialty Lighting Industries, Inc. assumes responsibility for quoted prices only; quantities must be verified with contractor before ordering.

**FREIGHT:** Freight is never allowed unless special arrangements are negotiated directly with the company. All orders are shipped freight collect unless arrangements have been made for third party freight billing, on purchase order. Most orders are shipped complete, in one shipment. Sometimes it is necessary, however, to ship partial orders. When this is necessary or when partial release is requested by the customer, separate freight charges will result. All goods are shipped FOB our factory at the purchaser's risk. Our responsibility for safe delivery ceases when the goods have been turned over in good condition to the transportation company. Shipments should be inspected immediately upon receipt for loss, shortage or damage in transit, and claims entered at once with the carrier. Damage in transit or disputes with carriers regarding damaged product does not relieve buyer's obligation to timely pay the full amount of Specialty Lighting Industries, Inc.'s invoice. Title to the goods described herein shall remain with Specialty Lighting Industries, Inc. until paid for in full by purchaser; however, risk of loss shall vest in the purchaser at the time of delivery of products to the carrier at shipping point.

**SHIPPING DATES:** Average shipping time is 2 to 4 weeks on downlights or 6 to 8 weeks on linear fixtures after receipt of order; however, this can vary. Consult factory for shipping time for specific orders. Our estimated shipping dates are our best approximation of a probable shipping date and shall not be deemed to present a fixed or guaranteed date. Specialty Lighting Industries, Inc. shall not be responsible for any damages, penalties, or labor charge-backs resulting from delayed shipments or from its inability to ship by the estimated shipping date.

**SECURITY:** To secure Customer's full and timely payment, Customer hereby grants to SLI a valid, first priority, continuing lien on and security interest in all Products and proceeds of resale. Customer irrevocably authorizes SLI, at any time and from time to time, to file corresponding financing statements, and Customer agrees to execute any notice, assignment or other documents and to otherwise assist SLI in perfecting and recording its security interest.

**CONSEQUENTIAL DAMAGE:** Specialty Lighting Industries, Inc. shall not be liable for any consequential, contingent, or incidental damages whatsoever. Specialty Lighting Industries, Inc. is not liable for damages of any kind resulting from any delay or failure to deliver or perform due to strikes, lockouts or other labor difficulties, or failure due to delay of sources of supply, transportation difficulties, accidents, fires, acts of God, or any other causes of like or unlike nature beyond Specialty Lighting Industries, Inc.'s control.

**INSPECTION, INSTALLATION AND LIMITED WARRANTY:** All our equipment is UL, CSA, ETL or CE approved and manufactured with UL, CSA, ETL or CE approved components. All fixtures shown in this catalog conform to all applicable UL standards at the time of printing and bear a UL / CSA label. Specialty Lighting Industries, Inc. reserves the right to change or improve the design or components of any of its products due to parts availability or changes in UL standards, without assuming any obligation to modify any product previously manufactured and without notice. All equipment is tested and inspected before shipment. All driver, ballast, and transformer warranties are carried by their respective manufacturers with typical industry standard warranty periods of three years for ballasts and electronic transformers, and five years for toroidal transformers. There is no warranty on lenses. Buyer must inspect goods for any defects within 5 days of receipt of merchandise. No claims will be accepted after 5 days. All fixtures must be installed and inspected by a licensed electrician or Specialty Lighting Industries, Inc. will have no further liability for damage to goods, persons, or personal property. Electrician is responsible to notify us if any electrical or structural part has been materially altered in transport, and to correct them prior to installation.

*Specialty Lighting Industries, Inc.* warrants its products to be free from defects in material and workmanship for five years from date of purchase. This warranty is limited to the correction of any such defect or the replacement of the defective item if: Specialty Lighting Industries, Inc. is properly notified and consents to the return of the item in question, if the item is returned FOB Factory Freight prepaid with proof of purchase date, and if it is found upon inspection by Specialty Lighting Industries, Inc. that the item is defective. This warranty does not cover labor, shipping or installation costs, and specifically excludes any product that has suffered from misuse, negligence or accident, has been used in a manner contrary to accepted normal use or to seller's printed instructions, if any, or been improperly installed, overloaded, altered, tampered with, or otherwise abused or in which any parts, including glass, have been reworked, repaired, or replaced outside of seller's factory. This warranty specifically excludes finishes due to the unsuitability of many cleaning agents. There are no other expressed warranties including any warranty of merchantability or fitness for particular purpose. Specialty Lighting Industries, Inc. shall not be liable for consequential damages or cost of removal and re-installation of its products. This warranty is limited to the original purchaser and its term commences on the date of shipment. Other than the described obligations, Specialty Lighting Industries, Inc. assumes no further liability with respect to the sale or use of its products.



**LED WARRANTY:** Specialty warrants the LED electronics of the properly installed interior lighting products as listed below free from defects in normal use for a period five (5) years from the date of shipment on components manufactured by Specialty Lighting, or 25,000 hours of operation whichever occurs first. Components supplied by outside vendors carry a pass along warranty from said supplier. This warranty is extended only to the original purchaser of these products. SLI will replace or repair at its option, any product that is returned that it determines is defective. Usage information must be supplied to the company to determine and validate hours. This limited warranty does not include installation or removal, nor does it extend to LED drivers which are warranted for three (3) years. Defects do not include improper installation or operation of these products. LED is not designed for usage under the following conditions a) directly and indirectly get wet due to rain and/or at place with the fear b) be damage by seawater and/or at place with the fear c) be exposed to corrosive gas (such as Cl2, H2S, NH3, SOx, NOx and so on) and/or at place with the fear d) be exposed to dust, fluid or oil and/or at place with the fear. SLI fixtures are not to be used as work lighting as construction environment may cause damage to LED and internal component. This includes alterations, power surges, voltage irregularities, and overheating due to external situations. To warranty and receive credit for anything that is deemed to be defective, all products must undergo quality inspection prior to determining replacement of warranty. Proper testing of product can take up to three (3) weeks before determination can be made. In addition to the unit completely failing, it must be in accordance with color shift as outlined in Energy Star Program Requirements for SSL-Version 1.1 within warranty period. **THIS EXPRESS WARRANTY STATES THE FULL AND ONLY COMPLETE OBLIGATION OF SPECIALTY LIGHTING INDUSTRIES, INC.** **THIS WARRANTY IS EXCLUSIVE OF ALL OTHER STATUTORY BY OPERATION OF LAW, OR COURSE OF PERFORMANCE ARE GIVEN.** **THE ABOVE EXPRESS WARRANTY STATES THE FULL AND COMPLETE OBLIGATION OF SLI.** **IMPLIED WARRANTIES OF FITNESS, FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESSED WARRANTY.** **THIS COMPANY WILL NOT ACCEPT LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES WHETHER ARISING OUT OF CONTRACT, TORT, OR STRICT LIABILITY.** THERE IS NO LABOR REIMBURSEMENT AT ANY TIME.

SPECIALTY LIGHTING INDUSTRY, INC.'S ONLY OBLIGATION IS TO REPAIR OR REPLACE DEFECTIVE PRODUCTS. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE

HEREBY EXPRESSLY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. Seller neither assumes nor authorizes any person to assume for it, any other obligation in connection with the sale of the products.

**SLI RESERVES THE RIGHT TO MODIFY OR DISCONTINUE THIS WARRANTY WITHOUT NOTICE PROVIDED THAT ANY SUCH MODIFICATIONS OR DISCONTINUANCE WILL ONLY BE EFFECTIVE WITH RESPECT TO ANY PRODUCT(S) PURCHASED AFTER SUCH MODIFICATION OR DISCONTINUANCE.**

**RETURNS AND CANCELLATION OF ORDERS:** All merchandise is made to order, and therefore, we cannot accept returns or cancellations of orders. When merchandise is placed with the carrier, buyer is responsible for full amount of the invoice. If the buyer, after acceptance of an order by Specialty Lighting Industries, Inc., desires to cancel the order, and Specialty Lighting Industries, Inc. accepts such cancellation in writing, the cancellation charges shall be 50%

of the total price of the order, or, if greater, the actual costs incurred by Specialty Lighting Industries, Inc., with respect to the order as of the time of cancellation. If submittal drawings have been provided and the project or product in question is canceled before official release a minimum of 10% cancellation fee will be applied.

**GENERAL:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to any conflicts of laws provisions thereof. In the event of any conflict between New Jersey and Foreign laws, rules and regulations, New Jersey laws, rules and regulations shall govern. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in New Jersey having jurisdiction over Specialty Lighting Industries, Inc. principal office, and both parties hereby consent to such jurisdiction and venue for this purpose. Any notice hereunder will be effective upon receipt and shall be given in writing, in English and delivered to the other party at its address given in any Confirmation or at such other address designated by written notice.

**SEVERABILITY:** If any provision of this Agreement is or becomes, at any time for any reason, unenforceable or invalid, no other provision of this Agreement shall be affected thereby, and the remaining provisions of this Agreement shall continue with the same force and effect as if such unenforceable or invalid provisions had not been included in this Agreement. In addition, any unenforceable or invalid provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the unenforceable or invalid provision.

**SOFTWARE:** Notwithstanding anything to the contrary herein, Software is licensed, not sold. Any reference to the sale or price of Software or copy thereof refers to its license or license fee. Subject to all terms and conditions herein, SLI grants Customer a nonexclusive, nontransferable (except to any subsequent purchaser of the applicable Hardware) right and license (without right to sublicense) to use the Software solely in connection with the Hardware for which it was provided. Software may contain code or require devices that detect, prevent or disable unauthorized use.

**NO IMPLIED LICENSES:** Except for the Software license expressly granted hereunder, no other license is granted and SLI (and its licensors) shall retain all rights, title and interests in and to all patent rights, copyright rights, trade secret rights and all other intellectual property and proprietary rights embodied in the Products and Specification.

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