

TERMS AND CONDITIONS OF SALE

It is agreed that unless the total order herein contained is released for shipment within 180 days of the date hereof the vendor, Paraflex Industries 2006, Inc (Paraflex) may, at its discretion, increase the price set forth herein, said increase to be based on increased costs of labor and/or material on the release date. No shipment will be made unless all accounts due Paraflex are current. It is also agreed that this order is subject to the terms and conditions as listed below and that Paraflex shall not be bound by any other terms or conditions contained in purchaser's purchase order or otherwise. All merchandise remains the property of Paraflex until paid in full.

CONDITIONS

- A) All orders are subject to terms and conditions contained herein.
- B) Paraflex shall not be bound by any terms or conditions, whether contained in purchaser's purchase order or otherwise, unless stated in these Conditions of Sale.
- C) All orders are subject to acceptance by Paraflex and are not binding upon Paraflex until so accepted.
- D) All prices, models and material specifications are subject to change or withdrawal without notice.
- E) All orders and/or releases must be received on customer's order form and must include all details order is subject to by customer's request.
- F) Paraflex will not be responsible for adherence to plans and specifications unless they accompany the order and are subjected as such.
- G) Submittal cuts for approval on standard catalogue items as well as drawings of custom and/or modified versions of standard units will not be released until signed approval of submittal or written waiver of approval has been received by Paraflex.
- H) Paraflex does not accept responsibility for any penalty clauses or back charges on project contracts.
- I) Orders received without a specific shipping date will not be processed for production unless a definite date is given, unless the requirement is for delivery as soon as possible.
- J) No shipments will be made unless all accounts due to Paraflex are current.

PRICES

- A) Prices exclude all taxes.
- B) Prices do not include shipping costs and are based on standard packaging.
- C) Prices are based on the use of standard LED drivers of Paraflex's choice, unless otherwise listed.

PRICE CHANGES

- A) **PRICE LISTS** Prices are subject to change without prior notice. In the event of price increases, **equipment on order but unshipped, will be invoiced at the price in effect on date of shipment.**
- B) Prices on product not released within 180 days of date of order may at Paraflex's discretion, be increased.

TERMS

- A) Paraflex standard terms are Prepaid. Open Credit Terms may be extended to qualified customers. Minimum orders are payable in advance.
- B) Interest at 2% per month (24% per annum) will be charged on overdue accounts.
- C) Invoice errors must be reported within 30 days from date of invoice.

DELIVERY

- A) All shipments are FOB Paraflex. Carrier charges are collect, or prepaid and charged. Method and routing of shipment are Paraflex's option unless routing instructions are given with the order by customer and is subject to approval by Paraflex.
- B) Shipping dates, noted on order acknowledgement, are approximate and based on present production schedules, which are subject to change.
- C) Drop shipments to locations without suitable unloading facilities and/or personnel are subject to a minimum \$75.00 surcharge.
- D) Orders delivered as scheduled but not accepted and returned shall be considered cancelled and subject to a minimum 35% handling charge.
- E) Delivery is to be in a single shipment unless otherwise agreed to.

MINIMUM ORDERS

- A) To cover handling costs, orders or releases of less than \$250.00 invoice value, not including shipping and any applicable taxes, will be subject to a \$25.00 handling charge.

CANCELLATIONS AND RETURNS

- A) Orders cannot be cancelled without written authorization by Paraflex and then only upon terms, which will compensate Paraflex against loss. Orders, which are placed and cancelled within 24 hours, shall be subject to a \$50.00 cancellation charge. Orders that are either over 24 hours old, scheduled, in process, or ready for shipment, shall be subject to a 35% cancellation charge. Custom made or modified versions of standard catalogue units are not subject to cancellation.
- B) Custom and/or modified versions of standard units, special finishes, or discounted equipment cannot be changed, canceled or returned.
- C) No merchandise shall be returned for credit unless written authorization is received from Paraflex. Requests for return must be made within 60 days from the date of shipment.
- D) If return is accepted, a numbered Return Merchandise Authorization (RMA) will be issued. All cartons being returned must bear this RMA number.
- E) Return Merchandise authorization will be void if return is not received within 30 days of issuance. Returns must be made via prepaid freight.
- F) Returns are subject to a \$100.00 or 35% minimum restocking charge, whichever is greater, as well as any necessary reconditioning costs.

TERMS AND CONDITIONS OF SALE cont'd**DELAYS**

- A) Delays in shipment, requested by customer shall be subject to a charge of 1.0% per month; however, Paraflex has the right to set a time limit on the allowable extended delivery date.

CLAIMS

- A) Shipments must be checked upon arrival for shortages or damages in transit, and all shortages and damage must be noted on the signed Bill of Lading.
- B) Paraflex's responsibility ceases upon acceptance of merchandise by the carrier. Paraflex accepts no responsibility for transit claims. All claims for losses or damages in transit; at once, must be filed by the customer with the carrier.
- C) Report of shipping errors or concealed shortages must be made within 10 days after receipt of merchandise.
- D) Claims for defects in material, or workmanship or for short shipping of enclosed parts should be entered directly with Paraflex.

QUOTATIONS

- A) Confirmed quotations are valid for a period of 30 days from the quotation date.

APPROVALS

- A) All Paraflex luminaires are listed with appropriate testing companies such as, but not limited to, UL, ETL, CSA and conform or are certified to the appropriate standard. Completed luminaires carry appropriate listing labels. In special cases other approvals from accredited certification bodies may be used/obtained.

PRODUCT DATA

- A) As a result of changes and improvements being made to our products, the actual dimensions and specifications of the equipment may vary from those shown. Consult factory for verification.
- B) Every effort is made to avoid typographical or clerical errors in printed literature, price lists, cut sheets, quotations or acknowledgments. If and whenever such errors are subject to correction Paraflex shall not be liable for any chargeback resulting from these errors. Customer is responsible for approving sales orders for accuracy.

CROSS REFERENCES

- A) Cross references of catalogue numbers is provided for information purposes only. Paraflex does not guarantee the accuracy.

SAMPLE REQUESTS

- A) Customers will be charged the quoted price for all samples that are shipped for their review, Paraflex will credit the customer for the sample only if it is returned in original condition within 30 days.

BROKEN CARTON CHARGE

- A) If Applicable, a surcharge of \$25.00 will be imposed for any items that are ordered in less than carton quantity.

LIMITED WARRANTY

- A) DISCLAIMER Except as contained in these Conditions of Sale, there are no implied warranties of merchantability or fitness for a particular purpose.
- B) Refer to Paraflex Limited Warranty document for complete warranty information.

LIABILITY

- A) Paraflex will hold no responsibility for damages or injury, whether incidental or consequential, resulting directly or indirectly from improper electrical connections, or improper installation of its equipment, nor for labor charges suffered by the purchaser, caused by delay in delivery or by negligence, or by other causes beyond Paraflex's control.
- B) Paraflex will not be liable for late delivery and/or inability to perform due to circumstances beyond our control, including strike, riot, blackout, war, accident, fire, flood, disaster, equipment breakdown, suppliers delay, order clarification, lack of approved drawings, shipping space, government acts or regulations or any restrictions on material, labor, manufacturing, deliveries or shipments.

APPLICABLE LAW

- A) The rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

Effective: JAN 2015