

1. Acceptance

This order shall not be binding until accepted at the home office of Orgatech (Seller). Acceptance of buyer's order is expressly conditioned upon buyer's assent to these terms and conditions and buyer's acceptance of products delivered hereunder shall be deemed to be an unqualified assent thereto. No additions or modifications of Seller's terms and conditions shall be binding upon Seller except by written agreement signed by its General manager or Marketing manager or authorized representative.

2. Payment

See "Order Processing" agreement (item 1) for terms

3. Published Prices and Quotations

- (a) Published prices in effect on the date of order acceptance shall apply to all items ordered from the price list. Seller reserves the right to change such prices without notice
- (b) Price quotations are firm for 30 days from the date of the quotations. Prices on quotations received in the Seller's office at Orange, California after the expiration date are subject to renegotiation
- (c) Unless otherwise provided by a quotation, or changed by an addendum to the price list, "hold" orders not shipped within six months of the date of order receipt and acceptance by Seller at Orange, California, shall be subject to price and shipment date renegotiation, or cancellation in whole or in part at Seller's option. Buyer's direction to change agreed shipment dates will give Seller the right to renegotiate prices.

4. Delivery

All sales are made F.O.B. carrier, Orange, California. Transportation charges will be prepaid and added to invoice as separate item, according to Orgatech's freight terms (see Order Processing Agreement #3). Seller reserves the right to make delivery installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining deliveries.

5. Risk of Loss

Title and risk of damage or loss pass to buyer at F.O.B. point. Claims for damage or loss of products shall be made to carrier by buyer.

6. Shipment Dates

Quoted date is Seller's realistic estimate of date of shipment only and no provision has been made for possible delays which may arise from causes it cannot reasonably foresee. Date of delivery at destination is subject to transportation time. In some cases Seller will press carrier to deliver on a certain date, but in no case is shipment or delivery guaranteed. Accordingly, Seller can assume no liability, consequential or otherwise (such as penalties or labor chargebacks), resulting from delays of shipments for causes beyond its reasonable control such as, but not limited to, strike, fires, riot, war, Act of God, Governmental restrictions or regulations, and inability to obtain material through failure of Seller's suppliers to deliver on time or meet specifications. Nothing herein shall excuse buyer from its obligation to pay for products hereunder.

7. Warranty

Seller warrants that the products manufactured by it and delivered hereunder will be free from defects of material and workmanship for a period of five years from the date of

shipment. Seller will repair or replace, at Seller's discretion, without charge any of its products found to be so defective under normal installation and operating conditions within that time provided written notice is given within 10 days after discovery of a defect.

Parts purchased by Seller and delivered hereunder will carry guarantee of the supplier. In the case of ballasts which are found to be defective and found to have failed under normal installation and operating conditions and when operated at rated voltages and are within the ballast warranty.

The foregoing warranty is given in lieu of all other warranties express or implied, including implied warranties of fitness and merchantability, and defines seller's sole liability hereunder. Seller shall not be liable for incidental costs, special or consequential damages of any nature with respect to products sold hereunder.

**Exclusion of Consequential Damages
and Disclaimer of Liability**

In no event shall Seller be liable for unauthorized labor charges arising from the changing of defective lighting equipment or parts. Field problems or warranty questions are to be communicated in writing to Orgatech, no charges will be reimbursed unless authorized by Seller before such costs are incurred.

Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, cost of any product recall, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss.

8. Returns

Seller's products will be accepted for return only under the following conditions:

- (a) Requests to return Return Authorization must be requested in writing within 20 days after the warranty claim is discovered, and must indicate buyer's order number and date, or Seller's invoice number and date, as well as listing quantities and Seller's ordering number
- (b) Returns must be approved by Seller in advance
- (c) All Orgatech products are manufactured to order and excepting for approved warranty claims fixtures are not returnable
- (d) Returned products must be clearly marked with Return Authorization number obtained by Seller and shipped to designated location. Freight must be pre-paid by the party returning the items. If the warranty claim is confirmed, Orgatech will reimburse the standard delivery freight costs (Expedited shipment costs will not be accepted).
- (e) Returned items must be packaged adequately to withstand shipment, and must be returned in perfect condition. Any evidence of defective packing of the returned items will nullify any claims for damage and may result in the rejection of the warranty claim. Returns because of a Seller shipping error will be accepted for full credit.
- (f) Goods must be received at Orgatech's factory within 20 days of R/A issue date. Returns made after this 20 day period will not be accepted for consideration.

9. Taxes

Buyer shall make reimbursement for any applicable federal, state or local taxes upon the manufacture, sale, use or transportation or lighting equipment, parts or accessories (or any act incidental thereto) which Seller may be required to pay unless an exemption certificate is received prior to shipment. The amounts of any such taxes will appear as separate items on the Seller's invoices

10. Cancellation

An order may only be cancelled by buyer with written notice given to Seller subject to the following conditions:

- (a) Buyer shall accept delivery and pay for at the agreed upon prices all products which are completely manufactured and allocable to this order
- (b) Buyer shall pay all costs, direct and indirect, which have been incurred by Seller with regard to standard products allocable to this order which have not been completely manufactured, plus profit at 15% of costs or a minimum of 76% of the order value (whichever is higher). In order to reduce such cost, Seller will attempt to divert completed parts of work-in-process from canceled orders to other customers wherever possible.

In the case of custom products, Buyer shall pay 100% of the order value.

- (c) Within 60 days after cancellation of order, buyer-owned materials will be disposed of by Seller at its discretion unless there is a written agreement otherwise.

11. Government End Use

In the event that the buyer's order indicates that the items called for are being purchased under a United States Government end use, such clauses are required by applicable statutes or Government regulations to be included in this purchase order shall be deemed incorporated herein, and, in case of any conflict, shall supersede the terms and conditions set forth above.

12. General

This acknowledgment contains all of the representations and agreements between parties hereto. Any assignments of rights hereunder by either party without the prior written consent of the other party shall be void. No waiver by Seller or any default shall operate as a waiver of any other default or of the same default on a future occasion.

USA ORDER PROCESSING CONDITIONS AND INFORMATION

1. Payment Terms

- Standard and Special Products: Net 30 days for customers with an approved credit account. One time or casual purchases and purchases prior to credit account approval - payment in advance. 1.5% discount applicable for advance payments.
- Custom products: 50% deposit upon receipt of order. Balance - Net 30 days for customers with approved credit. One time or casual purchases - balance in advance.
- Payment: Unless otherwise provided on the face of this form, payment is due within 30 days after the date of invoice. A finance charge of 1.5% PER MONTH will be computed and added to all past due accounts. Annual percentage rate is 18% but in no event higher than the maximum allowed by law.

2. Cancellation Fees

See Terms and Conditions #10.

3. Freight Terms

All shipments are F.O.B. Orange, California., and freight is billed either Freight Collect, 3rd Party or Prepay and Add

4. Freight Claims

- All shipments are F.O.B. - once it leaves the dock, the CONSIGNEE owns it.
- If cartons are lost in transit, the CONSIGNEE must file freight claim with the carrier
- All claims for damages in transit must be filed with the freight carrier by the CONSIGNEE. The CONSIGNEE must retain the original cartons and packing material and notify the carrier within 5 days of receipt

5. Delivery and Delay: Shortages

All quoted delivery dates and/or periods are approximate. We require approved signed drawings before releasing to production. Delivery period shall commence when buyer has provided complete specifications and/or applicable documents required. Title and risk of loss or damage in transit shall pass to buyer upon delivery of products to a carrier at Seller's premises. Seller reserves the right to make delivery in installments; and all such installments, when separately invoiced, shall be paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of its

obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond Seller's reasonable control, including but not limited to any act of God, act of buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, shortage, delay in transportation, or delayed delivery by suppliers. In any event of any such delay, the time for delivery shall be extended for a period equal to the time lost by reason of the delay. Claims for shortages or other errors must be made in writing to Seller within five (5) days after receipt of shipment; and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by buyer.

6. Return Policy

See Terms and Conditions #8.

7. Warranty

See Terms and Conditions #7.

8. Price Quotes/Hold for Release Orders

See Terms and Conditions #3.

9. Paint Finishes

- Standard finish colors: Silver, Black, White, Bronze
- All standard paint finishes are Polyurethane Powder Coat Paint

10. Custom Finishes

- Standard paint finishes are noted in the factory net price list. All other RAL colors are available but are considered "custom."
- Custom RAL paint colors \$250 Lot Charge
- Special colors can be matched for a minimum lot charge of \$1,000
 - Custom colors must be selected from a RAL color chart
 - All paints will be Polyurethane Powder Coat
- Plated finishes - consult factory
- Natatorium finishes or salt water resistant finishes - consult factory

The above conditions are in addition to, and do not supersede any conditions in Orgatech's published "Terms and Conditions of Quotation and Sale."