



Standard Terms And Conditions Of Sale, Effective 1-19-09

1. Qualification

The mere possession of this document does not entitle the holder to any of the benefits, services or remedies described herein.

2. Payment Terms

Terms are NET Thirty (30) days.

3. Minimum Order

The minimum Customer Net billing charge on any order is:

- Replacement Parts, including Batteries, \$25.00
- All other products, \$50.00 plus transportation charges.

4. Order Confirmation

Orders received and entered into Dual-Lite's order processing system will be considered confirmed.

5. Shipments And Freight Charges

All shipments are F.O.B. shipping point.

- Orders of **\$1,000.00 or greater** customer net billing: **freight allowed.**
- Orders **less than \$1,000.00** customer net billing: **freight not allowed.**

Freight will be prepaid within the fifty (50) United States (forty eight contiguous states, plus Alaska and Hawaii). For shipments to other locations, freight will be prepaid to a designated port of debarkation within the continental United States.

Dual-Lite will not assume, allow or pay any charges for cartage, or store door delivery at destination. Orders for meeting freight prepaid requirements include all Dual-Lite products. In the case of partial shipments or "split-shipments" to more than one destination, freight will be allowed only if each individual shipment exceeds \$1,000.00 customer net billing.

On all prepaid shipments, Dual-Lite will not allow, assume or refund to the customer, any freight charges erroneously paid by the customer directly to the freight carrier.

6. Special Routing Requests

In the event of special routing requests requiring premium freight charges, such as air freight, air express, special truck or carrier, etc., all shipments will be made freight prepaid and charged. Copies of Bill of Lading, and when required, Proof Of Delivery, for any shipment so routed, will be provided when requested.

7. Pricing

All published or quoted prices, discounts, terms and conditions are subject to change without notice.

All orders are accepted with the understanding that the product will be shipped and invoiced at prices in effect at time of shipment. This policy includes Hold For Release ("HFR") orders, Blanket Orders and Standing Orders, unless alternative arrangements have been made, in writing, between Dual-Lite and its customer.

All prices and discounts quoted or bid and the acceptance of all orders are subject to Dual-Lite's final approval.

8. Taxes

The amount of any applicable present or future city, state or government tax or other charges upon the production, sale, shipment or use of products ordered or sold will be added to the customer invoice, unless the customer provides Dual-Lite with an appropriate exemption certificate.



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9. Order Cancellation

Orders may be cancelled or suspended only upon written notice to Dual-Lite, and with Dual-Lite's written consent, and upon terms that will indemnify Dual-Lite against loss.

Non-Standard Goods (uncataloged items, special orders, or built-to-order items) cancelled after being processed, but prior to shipment, will be subject to a cancellation charge of 40% of net purchase order amount, plus any extraordinary charges incurred. The extraordinary charges will be determined by the amount of work that has been completed, special no-returnable parts ordered, and whether or not the cancelled products can be restocked.

Once shipped, products are considered customer property. If products have been shipped when Dual-Lite receives a cancellation notice, they may be returned for credit only as outlined in the Return Goods Policy section.

Credit will be issued as a material credit only. Cash refunds will not be made.

10. Return Goods Policy

Within six months of shipment, stocking distributors may request return of **Standard Goods**.

Standard Goods are defined as those emergency lighting and exit sign models appearing in the most current issue of the Hubbell Lighting, Inc. Regional Distribution Center (RDC) Guide. Return requests for **Standard Goods** accompanied by an order of equal or greater value will not incur a restocking charge. Return requests for **Standard Goods** without an accompanying order of equal or greater value are subject to a **35% restocking charge**.

All Return Requests are subject to the following:

- Must be current models
- Must be new, unused and in unopened cartons
- Distributor pays the freight charges
- Permission must be secured in writing before goods can be returned
- Material credit (less restocking charges) will be allowed only for goods received
- Goods older than six months are subject to review

Non-Standard Goods (uncataloged items, special orders, or built-to-order items) are **nonreturnable**.

11. Payment And Financial Responsibility

Payment is due Net thirty (30) days, as outlined under "Payment Terms". Whenever, for any reason, doubt as to a customer's financial responsibility develops, Dual-Lite may decline to deliver goods except for cash, or stop goods in transit, or make other arrangements as Dual-Lite deems appropriate.

12. Packaging

Products will be packaged as Dual-Lite deems appropriate for protection of goods against damage due to normal handling.

13. Hold For Release Orders, Blanket Orders And Standing Orders

Hold For Release ("HFR") orders will be entered and held, pending a final release schedule, for a maximum of one (1) year from date of order. After that time, they will be reviewed for further disposition.

Blanket Orders and Standing Orders will be converted to orders with scheduled releases, based on customer requirements.

All orders are accepted with the understanding that product will be shipped at prices,



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and terms and conditions, in effect at time of shipment, unless alternative arrangements have been made, in writing, between Dual-Lite and its customer.

The acceptance of Hold For Release Orders, Blanket Orders and Standing Orders does not obligate Dual-Lite in any way to continue to supply product that may become discontinued or obsolete or superseded during the time period covered by the order.

14. Customer Purchase Order With Special Terms Or Pricing

Correct prices, discounts and terms for Dual-Lite products are a matter of record with its customers. In accepting orders, Dual-Lite does so with the understanding that, and customer agreement of, material will be billed at the correct prices, discounts and terms, regardless of any prices, discounts or terms that may appear on the customer purchase order.

Dual-Lite is responsible for any and all pricing errors it makes. Dual-Lite will not assume responsibility for any special prices, discounts or terms of sale that appear on a customer's order that conflict with its own published or established prices, discounts, and terms of sale.

15. Claims For Shortages, Damages Or Loss In Transit

Shortages

All claims must be reported to Dual-Lite within thirty (30) days after receipt of shipment. Claims not reported within the time period will not be allowed.

Damages Or Loss In Transit

Title to the goods passes to the customer on delivery to the common carrier at the F.O.B. shipping point. Claims for damages or loss in transit should be filed by the consignee with the transportation company involved.

Dual-Lite will not be responsible for damaged goods, including concealed damage, after having secured "received in good order" delivery receipts from the transportation company.

Acceptance of material, by the customer, from a common carrier constitutes a waiver of any claim against Dual-Lite for delay, damage, or loss.

16. Delivery

Delivery and shipment dates are estimated dates only, and unless otherwise specified, are figured from date of receipt of order. All quotations and agreements as to deliveries and other matters, including the acceptance of all orders and estimation of delivery dates, are subject to all present and future Federal and Provincial laws, rulings, and regulations, and are also subject to strikes, labor stoppages, fires, accidents, and all other causes beyond our control. In estimating such dates, no allowance has been made nor shall Dual-Lite be liable directly or indirectly for, delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government effecting Dual-Lite directly or indirectly, bad weather, or any causes beyond Dual-Lite's control, or causes designated Act of God or force majeure by any court of law, and the estimated delivery date shall be extended accordingly. Dual-Lite will not be liable for any damages, or penalties whatsoever, whether direct, indirect, special or consequential, resulting from its failure to perform or delay in performing, unless otherwise agreed to in writing by an authorized officer of the company. Acceptance of material from a common carrier constitutes a waiver of any claim against Dual-Lite for delay, damage or loss in transit.



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17. Patent Infringement

Dual-Lite will not be liable for any claim of infringement unless due to infringement by products manufactured by Dual-Lite in the form in which Dual-Lite supplies such products to the customer and without regard to their use. If the customer notifies Dual-Lite promptly in writing of any such claim, and, if Dual-Lite so requests, authorizes Dual-Lite to defend or settle any suit or controversy involving such claim, Dual-Lite will indemnify the customer against reasonable expenses of any such suit and will satisfy any judgment or settlement in which Dual-Lite acquiesces, but only to an amount not exceeding the price paid for the allegedly infringing products. If an injunction is issued against further use of allegedly infringing products, Dual-Lite shall have the option of procuring for the customer the right to use the products, or replacing them with noninfringing products, or modifying them so that they become non-infringing or of removing them and refunding the purchase price. The foregoing expresses Dual-Lite's entire and exclusive warranty and liability as to patent, and Dual-Lite will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein. The customer will hold Dual-Lite harmless and indemnify Dual-Lite against any and all claims, demands, liabilities, damages, cost and expenses resulting from or connected with any claim of patent infringement arising out of the manufacture by Dual-Lite of products in accordance with a design or specifications which the customer furnishes.

18. Guarantee

Dual-Lite products are guaranteed against mechanical, electrical and physical defects for a specified time period, depending on the product, from the date of shipment to the customer.

See "Warranty" document for details.

Dual-Lite assumes no responsibility for the improper selection or installation of its products, nor for field modifications of any kind made to its products.

Dual-Lite's obligation under this guarantee and under all other warranties is limited to the repair or replacement of defective parts or products, at its discretion, providing such defective parts or products are brought to our attention within the specified warranty time period, and does not include any other costs such as removal of defective parts or product, installation, labor or consequential damages of any kind, the exclusive remedy being to require such new parts or products to be furnished. All other warranties expressed or implied including warranties of merchantability or warranties of fitness for any particular purpose we hereby disclaim.

19. Compliance With OSHA, ADA, Etc.

Unless specifically agreed to in writing, Dual-Lite does not warrant or represent that any of its products by themselves or in a system or other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970, the Americans With Disabilities Act of 1990, and the standards and regulations issued thereunder, or any other federal, state or local law or regulation of the same or similar nature.