



TERMS AND CONDITIONS OF SALE

TERMS:

1% -10 Days, Net 30. Interest charge of 1 1/2% per month will be charged on any balance past due at month's end.

PRICES:

A. Prices are subject to change without notice unless indicated as firm for a specific period pursuant to written quote of sales acknowledgment issued by Lumax Industries.

B. Prices do not include lamps unless specifically stipulated. Any tax or other government charges shall be added to the price.

C. Prices issued by a formal quotation from Lumax are firm for acceptance within 30 days from the date of quotation, providing all fixtures are released to allow shipment no more than 60 days from the date of the quotation. The only exception will be for a quotation on which specific shipping dates are noted on the quotation. Shipments made at a customer's request after quotation dates have expired will be price-escalated at the rate indicated on the quotation.

D. Prices are subject to renegotiation if any quantity, accessory, option, or other condition is changed from original quotation.

E. All orders are subject to acceptance by Lumax Industries.

MINIMUM BILLING:

Minimum billing from factory is \$200.00 excluding replacement parts. On replacement parts, minimum billing is \$50.00. Orders that do not meet this requirement will be assessed a \$20.00 service charge.

FREIGHT ALLOWANCE:

A. All shipments are FOB our plant, Altoona, PA, with the exception of the following:

1. All factory quoted orders which meet a minimum requirement of \$2,000 are FOB destination, unless otherwise noted.

B. All replacement part orders are FOB our plant, unless otherwise noted.

C. Lumax quotations are offered based on a single shipment to one destination. Multiple releases or shipments to multiple destinations could result in additional freight charges which would be the customer's responsibility.

D. On freight allowed orders, Lumax Industries will use its discretion in the routing of shipments. If a more expensive means of transportation is specified by the customer, the customer assumes all additional costs.

SHIPMENTS:

Lumax Industries' responsibility ends with delivery to the carrier. Claims for damage and/or shortage must be made by the consignee to the carrier within 15 days of delivery and not to Lumax Industries. In cases where Lumax trucks deliver the merchandise, claims for hidden damage must be filed with Lumax in writing within 15 days of delivery. Claims involving shortages or errors in material will not be considered unless noted on the delivery receipt and returned to Lumax in writing within 15 days of delivery. We shall be glad to assist when called upon provided notification is given in writing within 15 days of shipment.

RETURNED MERCHANDISE:

No merchandise may be returned without prior written authorization from our factory. Requests must be made within 4 months from the day of shipment. Transportation must be prepaid on all return merchandise. Credit will be issued at prices in effect at the time of shipment, or at the time of return, whichever is lower, provided the products are in a saleable condition, are of current style and design, and are currently listed in the company's price list. All non-stocking, special, custom-made or modified versions of normal factory stocking items are not returnable. A minimum of 25% plus the original freight costs involved will be deducted from the credit to cover the costs of handling and inspection.

DELIVERY:

Delivery dates are based on normal working conditions and vendor deliveries. All delivery dates when affected by fire, strike, acts of God, or all other unpredictable causes are subject to change. Under these or any other circumstances, Lumax Industries will not accept any penalty charges levied against it, or recognize the validity of penalty clauses incorporated into sales contracts, written or verbal.

CANCELLATION CHARGES:

Orders for fluorescent factory stocking items may be canceled prior to shipping without charge. All other orders may not be cancelled unless we are reimbursed for work already performed and for special material purchased by our company. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery and return costs will be charged to the customer.

HOLD ORDERS:

Acknowledgment of "Hold for Release" orders advise lead time necessary for production. Production will not begin on any order until a definite delivery date is furnished in writing. Hold orders, with or without delivery dates, are subject to renegotiation as described under "Prices".

CLAIMS:

Lumax Industries assumes no responsibility for the improper selection or installation of its products or for labor costs involved in repair or replacement. Our liabilities are limited to replacement of the defective part. We positively will not allow any charge whatsoever that does not have our written approval beforehand. Dimensions and design details are subject to change.

LAMPING:

When Lumax Industries is required to install lamps prior to shipment, no responsibility will be assumed for lamp breakage resulting from receiving, installing or shipping

BALLAST GUARANTEE:

Our ballast guarantee is the same as that of the ballast manufacturer. Claims for defective ballasts found to be under warranty are to be made directly to the ballast manufacturer through their local ballast service center or the field representative. Labor charges for replacement of defective ballasts will not be acceptable to Lumax Industries but must be authorized by the ballast manufacturer.

WARRANTY:

All fixtures are guaranteed for a period of one (1) year from date of delivery provided the defect develops under normal and proper use. The guarantee is applicable only to the replacement of a defective fixture or components with positively no labor allowance unless specifically authorized in writing by the factory before such work is begun.