AUTHORIZED DISTRIBUTOR TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE
Universal Lighting Technologies, Inc. is hereinafter referred to as “Seller” and the purchaser is hereinafter referred to as “Buyer” Any order that contains terms and conditions in addition to or inconsistent with the following shall not be binding on Seller unless acceptance of each non-conforming term or condition is clearly and expressly made in writing by Seller, and failure of Seller to object to provisions contained in any purchase order or other communications from Buyer shall not be construed as a warranty or modification of any of such provisions. Acknowledgements of Buyer’s order forms, facsimile orders or “releases” shall not be construed to modify the terms and conditions. Seller is responsible for typographical or written errors made in any quotations, orders, publications and all such errors are subject to correction.

2. SHIPMENTS
All shipments of product, unless otherwise agreed upon, will be made F.O.B. Point of Shipment. Freight will be allowed on orders in excess of $500 to all points (with the exception of Alaska and Hawaii) within the United States, and $1,000 USD to all points within Canada, Alaska and Hawaii, provided Universal Lighting Technologies selects the method and routes of shipment. If the purchaser specifies a manner or routing of shipment different from that determined by Universal Lighting Technologies, we will comply but ship product freight collect. If Universal Lighting Technologies elects to ship product freight collect, a single order of equal or greater value than 5% of the previous year’s purchases. Any other returns are subject to a minimum 25% or 5% restocking charge, whichever is greater.

An approved RMA must accompany every return. All returns are subject to a 25% restocking charge with freight charges to be prepaid by the customer. In order for a product to be eligible for return it must be of current manufacture (produced within the last twelve months), unused, salable, and in original cartons. Any cost incurred by Universal Lighting Technologies to put product in condition for resale will be charged to the customer. This is in addition to the credit or refund given.

3. DELIVERY
The promised delivery date is the best estimate of the time when the products will be shipped by Seller. Seller assumes no liability for loss of profits, special, incidental or consequential damages due to delay. Universal Lighting Technologies assumes no responsibility for collection of loss or damage claims. Evident loss or damage to a shipment must be indicated by a notation made by the carrier’s agent on the delivery receipt before the signature is obtained. The notation must clearly state the extent of loss, shortage or damage.

4. INSPECTION AND ACCEPTANCE OR REJECTION
All products are subject to inspection by Buyer upon delivery and, unless Seller is advised to the contrary in writing within thirty (30) days after delivery, the products will be deemed to have been accepted as conforming with the requirements of the contract and free from all discoverable defects.

5. RETURN POLICY
With Universal Lighting Technologies authorization, Buyer may be permitted to return products in accordance with Universal Lighting Technologies’ published Return Policy Number: FL-101 dated 8/15/15. One (1) return per year of standard product per credit with sufficient order of equal or greater value than 5% of the previous year’s purchases. Any other returns are subject to a minimum 25% or 5% restocking charge, whichever is greater.

6. PRICE
Quotation prices are firm for thirty (30) days from the date of the quotation, unless specifically stated to the contrary as part of a particular price quote, and are subject to change without notice after the expiration of this thirty (30) day period. Any variations in quantity specified and/or rate of delivery may necessitate a revision in price. Unless otherwise stated as part of price quote, all prices are F.O.B. Factory.

All products will be billed at prices in effect at time of shipment and, subject to change without notice, at minimum billing charge of $100 net plus transportation charges.

7. CLAIMBACK POLICY
The Universal Lighting Technologies, Inc. Claimback Form is to be made available to Universal Lighting Technologies, Inc. Customers for use with applicable transactions. Claimbacks for products invoiced by Universal Lighting Technologies, Inc. at invoice price will require the proper documentation to be processed prior to credit being issued by Universal Lighting Technologies, Inc. In the event a claimback is requested, the following documents are required: A completed Universal Lighting Technologies, Inc. Customer Claimback Form, a copy of the Customer shipping document to the job or contractor for location OR a customer invoice verifying sale of product to contractor (pricing may be marked out as Universal Lighting Technologies, Inc. has no need for this information) Note: Many Customer’s monthly printouts/files that incorporate claimback information will satisfy the Universal Lighting Technologies, Inc. documentation requirement. Accepted Claimback Forms must be submitted to the Customer's account manager for approval. Claimbacks that are not accepted by Universal Lighting Technologies, Inc. will be charged back to the Customer’s account, due for immediate payment. This category will include those claimbacks made without our quote number referenced and/or satisfactory supporting documentation and those that are for Customer shipments made after expiration date of the quote. Good accounting practices mandate claimbacks be made within reasonable periods of time.

8. PAYMENT
The terms for payment for all orders, unless otherwise agreed upon, are thirty (30) days (net from date of invoice). If in the judgment of Seller, the financial condition of Buyer at any time does not justify continuation of manufacture, or shipment on the payment terms specified, Seller may require full or partial payment in advance. If shipments are delayed by Buyer, payment dates will not be extended, and full payment due date will be extended. Seller reserves the right to change the prices, discontinue, modify or alter any and all catalog items at any time without notice. Should such cancellation, modification or alteration prevent the delivery of all or part of any order, Seller will be excused from further delivery.

9. TAXES
Seller’s prices do not include any federal, state or local property, sales, use, excise or similar tax. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise, or similar tax imposed due to the sale or services/products or services shall be paid by Buyer unless Buyer furnishes an acceptable tax exemption certificate in advance to Seller.

10. CATALOG ITEMS
Seller reserves the right to change the prices, discontinue, modify or alter any and all catalog items at any time without notice. Should such cancellation, modification or alteration prevent the delivery of all or part of any order, Seller will be excused from further delivery.

11. TITLE AND RISK OF LOSS
Title and risk of loss to the products supplied hereunder shall pass to Buyer at the F.O.B. shipping point.

12. WARRANTY
There are no WARRANTIES, express or implied, made by Seller on any product described on this order, except for the Limited Warranty which appears on the following website: www.univolt.com under the “Support” section. The Limited Warranty shall be expressly in lieu of all other express or implied warranty, condition, or guarantee on any product or part thereof. By purchasing any product from Seller, Buyer acknowledges, agrees, represents, and warrants that Buyer’s sole and exclusive remedy against Seller is limited to the applicable provisions of the Limited Warranty.

Buyer hereby acknowledges that neither Seller nor anyone acting on its behalf has made any affirmation of fact, representation, or promise relating to any product that is the basis of this transaction or which create an express warranty, no sample or model or statement made in any advertising, pamphlets, brochures or similar materials has become a basis of this transaction or which creates an express warranty. To the fullest extent permitted by law, Seller disclaims any implied warranty of merchantability, fitness for a particular purpose, infringement, and those arising out of performance or dealing or usage of trade or any other implied warranty with respect to any product.

13. CHANGES
For each Buyer requested product change, if approved by Seller, Seller will charge for all (100%) minimum necessary to make the change. These costs include, but are not limited to, engineering, drafting, order processing, tooling, hardware, re-work and scrap. In addition, any increase in the product price, caused by a product change, shall be charged to Buyer and Buyer agrees to pay same.

14. CANCELLATION AND RE-SCHEDULING
Cancelation
Cancellation of an order for a standard product whose value exceeds $10,000, within two weeks of the original Universal Lighting Technologies, Inc. promised ship date of that product would be subject to prior approval of the applicable Universal Lighting Technologies, Inc. inventory and Sales Managers. The representative without approval can cancel any line item for a standard product that is valued LESS THAN $10,000 AND/OR is more than two weeks from the original Universal Lighting Technologies, Inc. promise date. If a customer wishes to cancel a line item, standard product, valued OVER $10,000 AND/OR within two weeks of the original Universal Lighting Technologies, Inc. promise date, the Regional Sales Manager must get approval.

If an order for a custom product or a make to order product is canceled within 4 weeks of the original Universal Lighting Technologies, Inc. promised ship date of that product, Universal Lighting Technologies, Inc. will apply a cancellation fee. Specific charges will vary, depending on the involved model, quantity, status, and number of unique component parts.

The Regional Sales Manager without approval can cancel any item for custom or make to order product that is valued LESS THAN $10,000 AND/OR is more than four weeks from the original Universal Lighting Technologies, Inc. promise date. If a customer wishes to cancel any item, line item, custom to make order product, valued OVER $10,000 AND/OR within four weeks of the original Universal Lighting Technologies, Inc. promise date, the Regional Sales Manager must get approval.

Re-Scheduling
Any change, on any order, may be rescheduled by a Universal Lighting Technologies, Inc. Customer one time, for later shipment, by as much as four weeks. Subsequent reschedules or reschedules beyond four weeks of that line item may be permitted, but will be subject to prior approval of the appropriate Universal Lighting Technologies, Inc. Inventory and Sales Managers.

15. DELAY
Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments. If Buyer delays shipment after completion of the products ordered by Buyer, title will pass to Buyer, and Seller will issue an invoice. Storage and handling costs will accrue to Buyer’s account until shipment is made.

16. FORCE MAJEURE
In the event either party is prevented from performing this contract by circumstances beyond its control, and without its fault, including without limitation, strikes, lockouts, fire, explosion, flood, disruption of supply, acts of God, war or other hostilities, acts of terrorism, banking or other systemic economic failure, riot or other civil commotion, embargoes or other governmental acts, orders or regulations, breakdown of machinery, inability to obtain shipping facilities or supplies, the obligation of Seller to deliver and the obligation of Buyer to accept delivery of products or services hereunder during the period of such disability shall be suspended and the products or services ordered shall be delivered upon the expiration of the contract without liability to either party or reasonable extensions of the time for performance will be granted.

17. FAIR LABOR STANDARDS ACT
Products to be furnished or services to be rendered hereunder will be produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended on the date hereof, and in compliance with all applicable regulation orders of the Administrator of the Wage and Hour Division issued under this Act.

18. GOVERNMENT CONTRACTS
In the event this order is for products or services to be furnished by Buyer under any government contract or purchase order, Seller shall have all rights of Buyer that are available to Buyer under such government contract or purchase order, whether or not Buyer is a prime contractor or supplier to the government or is a subcontractor at any tier.

19. GOVERNING LAW
The contract will be governed by and construed according to the laws of the State of Tennessee.

20. REVISIONS
Universal Lighting Technologies reserves the right to revise or amend any or all items contained herein.

21. REQUIRED PROVISIONS DEEMED INSERTED
Each and every provision of any applicable law, regulation and/or clause which is required by any applicable law or regulation to be inserted in this Terms and Conditions of Sale shall be deemed to be inserted herein, and this Terms and Conditions of Sale shall be read and enforced as though it were included herein, and if through mistake or error such provision is not inserted, or is not correctly inserted, then upon the written application of Seller or Buyer, this Terms and Conditions of Sale shall forthwith be automatically amended to make such insertion or correction.

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