



## TERMS OF SALE AND WARRANTY

**1. General.** All orders are subject to acceptance by CIP Lighting. Orders cannot be canceled without CIP Lighting's written consent and then only upon terms which will indemnify CIP Lighting against all loss.

**2. Warranties.** CIP Lighting warrants to Purchaser that its products will be free from defects in material and workmanship, and will be of the designated kind and quality for a period of one (1) year from the date of its invoice. **The warranty granted above is in lieu of all other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. The foregoing warranty is exclusive of all other statutory, written, or oral warranties, and no other warranties of any kind are herein expressed.** This warranty is not applicable to any product sold by CIP Lighting, which is not installed and operated in accordance with:

- The National Electrical Code (NEC);
- The Standard of Safety of Underwriters' Laboratories, Inc. (UL);
- The standard of the American National Standards Institute (ANSI);
- Instructions provided by CIP for the installation of the product(s)

This warranty is not applicable to any CIP system where the transformer has not been supplied by CIP or to any defects caused by the use of the CIP system in combination with any other products or components.

This warranty does not cover batteries or lamps, normal wear and tear, and does not cover labor. If it appears within one (1) year from the date of its invoice that any CIP product does not meet the warranty specified above, Purchaser must notify CIP Lighting of its warranty claim in writing and must promptly return the product(s) to CIP Lighting at the Purchaser's expense. Within six (6) weeks of receipt, we shall correct any defects at our expense. Said correction of defects shall be made, at our option, either by (a) making available a repaired part or product, or (b) by making available a replacement part or product.

**3. Limits of Liability.** CIP will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort or otherwise, be liable for consequential, incidental, special, or exemplary damages including, but not limited to, loss of profits or revenue, loss of use of damage to any associated equipment, cost of capital, cost of substitute product, facilities or services, downtime costs, or claims of Purchaser's customers. Our liability on any claim of any kind for any loss or damage arising out of, resulting from, or concerning any aspects of this agreement or from product(s) furnished hereunder shall not exceed the prices of the specific order or shipment which gives rise to the claim.

**4. Freight Allowance.** All orders are prepaid and add. No freight allowed. F.O.B. Houston, Texas. Purchaser shall pay shipping and handling as billed.

**5. Shipping.** Most merchandise is shipped within 5 to 8 weeks. CIP will do its best efforts to meet shipment or delivery dates specified by CIP; stated dates are estimates only. CIP shall not be liable for delays in delivery or performance, or failure to manufacture, deliver or perform due to (a) a cause beyond its reasonable control, or (b) an act of God, act of Purchaser, act of civil or military authority, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation, or delivery vehicle storage, or (c) inability due to a cause beyond our reasonable control to obtain necessary materials, components, services or facilities. We will



notify the Purchaser of any material delay excused by this article and will specify the revised delivery date as soon as practical.

**6. Taxes.** In addition to any price specified herein, Purchaser shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sales, delivery, or use of any products or services furnished hereunder.

**7. Terms.**

a. If CIP furnishes Seller with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed, and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject us to any liability whether in contract, warranty, tort (including negligence), or otherwise.

b. The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this Agreement.

c. The foregoing contains the entire agreement among the parties. Any terms of Purchaser's purchase order or other documents, or any representation, warranty, course of dealing, or trade usage not contained or referenced herein will not be binding on CIP Lighting. No modification, amendment, rescission, waiver, or other change shall be binding on CIP Lighting unless agreed to in writing by a CIP Lighting's authorized representative.

d. The terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina.

**8. Pricing.** All products will be billed at prices in effect at the time of shipment. Prices are subject to change without notice.

**9. Payment.** All orders require a 50% deposit; balance before shipping. There is a \$25.00 charge for all returned checks.

**10. Returns and Cancellations.** All requests for returns or cancellations are subject to approval by CIP Lighting. All returned goods must be in unopened original packaging for credit to be issued. Items returned for refund will be shipped at the Purchaser's expense. Return packages must have, clearly stated on the outside of the package as well as all pertaining paperwork, the Return Merchandise Authorization (RMA) number. Products will be inspected upon return and these conditions must be verified and approved by CIP Lighting before return procedures can advance. A minimum of 50% restocking-fee will be charged. Cancellations include a cancellation charge from 50% up to the full price of the product.

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