

Worldwide Specialty Lamp Terms and Conditions

Acceptance of Terms

The Buyer's acceptance of products delivered hereunder shall be deemed to be an unqualified assent to the provisions of these terms and conditions. The company's failure to object to provisions contained in any communications from the Buyer shall not constitute a waiver of the provisions of the terms and conditions herein.

Price

Prices are subject to change without notice. Billings will be at prices in effect at time of shipment.

Delivery

All shipments are FOB unless specified otherwise in writing. Upon delivery of the material covered hereunder to carrier, the Buyer assumes the risk of all loss thereof or damage thereto resulting from any cause whatsoever.

Shipment

Shipping dates are approximate and are not guaranteed. Seller shall not be liable for delays in delivery or failure from manufacture or delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Buyer, acts of governmental interference or embargoes, fires, strikes, flood, epidemic, war, riot, delays in transportation, or inability to obtain necessary labor, material, components or manufacturing facilities.

Damaged Merchandise

Any and all damages must be signed for and notated on receiving/shipping documents. If damages are not signed for as damaged, replacements for damaged product may not be sent. Seller must be notified of damages within 7 calendar days of receipt of package. All packaging materials and product must be held by Buyer for inspection by Carrier until claim is settled and pending credit approval.

Credits

Any credits issued will be valid for one year of issue date. If not used by expiration date, within one year time period allowed, credit will be invalid.

Warranty

Products carry the manufacturer's warranty only. Unless otherwise specified, Seller warrants to Buyer that the products sold hereunder are free from defects in materials and workmanship for a period of one year from the date of shipment. In order for any product warranty to be in effect, product must be unmodified, and installed in an electrical circuit having the correct characteristics for their proper operation. Unless otherwise specifically stated in writing by Seller, no warranty is made as to the useful life of lamps.

Claimed Defective Materials

Claimed defective materials shall not be returned to Seller without prior written return authorization. Requests for all returns must be made within thirty (30) days of shipment and must be shipped prepaid. Claimed defective product may also incur a twenty percent (20%) restocking charge, depending on outcome of evaluation from the manufacturer of the returned product.

Authorized Returns

Returns **must** have the authorized RMA Form with Return Merchandise Authorization number furnished by Seller, enclosed in return shipment to avoid refusal of shipment. Authorized Returns are not to be shipped back to Seller. Product will be picked up by the Seller's chosen carrier. Returns for incorrect product ordered by customer may incur a twenty percent (20%) restocking charge and any transportation and/or handling costs.

Unauthorized Returns

All unauthorized returns will be refused. Worldwide Specialty Lamp is not responsible for shipping charges, damages, storage fees, etc. on unauthorized return of goods.

Limitation of Liability Seller's liability on all claims of any kind, including negligence, for any loss or damage arising out of, connected with or resulting from this agreement, or the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under this agreement, shall be limited to the cost of replacement of such product on a straight time basis and such liability shall terminate upon expirations of the warranty. Seller shall not be liable for any special, indirect, incidental or consequential loss or damage arising from any cause whatsoever, including, but not limited to, loss of anticipated profits, loss by reason of shutdown, non-operation of other equipment or damage to equipment or property.

Indemnification and Waiver

Buyer shall defend, indemnify and hold harmless Seller from any loss or damage sustained directly by Seller and from and against all claims asserted against Seller with respect to the goods or services covered hereunder arising in whole or in part of (a) failure of Buyer, its agents, employees or customers to follow specifications, instructions, warnings or recommendation furnished by Seller, (b) failure of Buyer, its agents, employees, or customers to comply with all applicable legal requirements, including the Occupational, Safety & Health Act of 1970, (c) misuse of the goods by Buyer, its agents, employees, or customers, (d) misrepresentation by Buyer, its agents, employees or customers, (e) the sole or contributing negligence of Buyer, its agents, employees or customers, or (f) alleged infringement of any patent, trademark, trade secret or copyright as a result of Seller's performance in accordance with Buyer's designs, plans or specifications. Buyer hereby waives and releases Seller from all rights of contribution of indemnity to which it may otherwise be entitled. As used in this paragraph, the term "Seller" shall mean Seller, its officers, directors, agents, employees, subcontractors, parent, subsidiaries, divisions and affiliates.

Taxes

All taxes and other charges imposed by federal, state, local or foreign governments on the manufacture, sale, shipment, import, export or use of the goods or services (other than income taxes) shall be paid by Buyer. Buyer shall defend, indemnify and hold harmless Seller from and against all liabilities for such taxes or charges.

Security Agreement

To secure payment of all sums due Seller hereunder, or otherwise, Seller shall retain a security interest in goods delivered hereunder and this contract shall be deemed a security agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to protect such security interest. Seller is relying upon Buyer's representation of solvency with regard to credit approval and if Seller at any time reasonably believes that Buyer is insolvent or that Buyer's credit is impaired, Buyer shall be in material breach hereof, and Seller may, without liability to Buyer, withhold performance hereunder, change the payment terms, and/or repossess goods theretofore delivered. Seller may charge Buyer finance, service or late charges in an amount not greater than that allowed by law, and if Buyer fails to make payment when due, Buyer shall be liable to Seller for all costs of collection, including attorney's fees. All product ordered by customer remains property of Worldwide Specialty Lamp until product has been paid in full.

Miscellaneous

Seller's failure to insist upon strict performance of any of the terms and conditions hereunder shall not be deemed a waiver of any rights or remedies that Seller may have and shall not be deemed a waiver of any subsequent breach or default in the terms and conditions herein contained. This agreement shall be interpreted under the laws of the State of Georgia, United States of America. This agreement constitutes the entire agreement between the Buyer and Seller relating to the goods or services covered hereunder. No modifications shall be binding upon the Seller unless in writing, signed by the Seller's duly authorized representative. No waiver by Seller or default by Buyer shall be deemed a waiver of any subsequent default.

WORLDWIDE SPECIALTY LAMP, LLC

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