

## Terms and Conditions

(Effective January 2006, supersedes all previous)

**The sale policy of Lighting & Lowering Systems (LLS), a product line of North Star Lighting, shall be to market its products exclusively through authorized appointed distributors in a specified market area. All direct orders received by LLS or North Star Lighting will be forwarded to a distributor of customer's selection in the customer's market area. Distributor appointments may be cancelled on written notice by either party at any time.**

### Minimum Order

The minimum acceptable order is \$50.00 net price, with the exception of orders for accessories and replacement parts which carry a \$50.00 net billing per order.

### Order Acceptance

All acknowledge orders are subject to a cancellation charge to be determined by manufacturer. Partial cancellations may affect freight prepayment, and orders which have already been processed will be considered separate orders for purposes of freight prepayment. No terms or conditions imposed by the Buyer shall be binding on the Seller unless said terms or conditions have been specifically accepted, in writing, by Seller. The terms of this agreement will not be altered, modified or changed in any way without the written consent of the Seller. This document includes all the terms, warranties, guarantees and conditions pertaining to this transaction, and can, in no way, be altered, modified or changed verbally by any agent, officer or representative for the Seller.

### Hold for Release

Orders received as "Hold for Release" or "Will Advise" are not processed for manufacture until a formal release is received and are subject to current pricing terms.

### Delivery Schedules

The Seller will, in no way be held liable for failure(s) or delay(s) in the fulfillment or execution of the contract which are directly or indirectly caused by war, conditions of war, enemy actions, national emergency, sabotage, revolution or other disorders, inadequate transportation facilities, inability to secure raw materials or supplies, fuel, power, fire, flood, windstorm, or other acts of God, strikes, lockouts, or other labor disturbances, orders or acts of any authority, or any cause of similar or different kind which is beyond the reasonable control of the Seller.

### Payment Terms

NET 30 Days. A 1 % interest charge per month will be added on overdue invoices.

### Freight

Unless otherwise specified, all published prices are F.O.B. factory, Broadview, Illinois or from point of shipment from our authorized representative's facility. Freight on orders over \$1,500.00 will be prepaid by North Star Lighting to locations within the Continental United States. Poles are priced LESS FREIGHT - freight on poles will be F.O.B. point of shipment. Actual transportation charges will be prepaid by North Star Lighting and added to the customer invoice. North Star Lighting will use its discretion in routing all shipments. Air shipments will be made upon request by customer if the customer assumes all transportation charges and authorizes such in writing to Seller.

*Claims:* Claims for shortages or incorrect material must be made to North Star Lighting within 10 days after shipment. Copy of an invoice or packing list must accompany claims to show shortage or incorrect material.

*Transportation Damage & Shortage Claims:* Title passes to Buyer upon delivery by Seller to the owner, and all claims for damages or shortages in transit shall be made by Buyer with delivering carrier. USPS-RPS damaged shipments must be reported to shipper within 10 days and must be kept in original cartons, at original delivery point for inspection by carrier.

### Partial Shipments

Orders that qualify for freight allowance that are backordered by LLS/North Star Lighting will be shipped F.O.B. factory, Broadview, Illinois, freight prepaid and allowed. The partial release of an order by a distributor that does not qualify for freight allowance will be shipped F.O.B. factory, freight prepaid and charged. Freight for anchor bolts and templates requested to be shipped ahead of poles will be considered a partial shipment and the cost of freight will be added to the invoice.

### Returns

North Star Lighting will NOT accept any return goods without prior authorizations and the issuance of a Return Goods Authorization ("RGA") issued by the Seller. Requests for Return Goods must be made to our factory within 90 days of original shipment. All Return Goods must have freight prepaid to the location designated on the "RGA" form, and be returned within 60 days of the issuing date of the RGA. Any product received after the 60th day will be refused, the RGA will become null & Void and no credit will be issued. Credit will be issued based upon the original invoiced price or price in effect at time of return, whichever is lower, less a minimum restocking charge of 25% less reconditioning and replacing cost when necessary and less freight expense on original shipment if paid by North Star Lighting. Reconditioning and replacement charges will be determined by their repair and reconditioning required restoring product to a saleable condition. All non-cataloged, special, custom made, outdated, modified version or normal factory stocking items, items consisting of specialized ballast beyond standard catalog numbers will not be accepted for return. Authorizations will not be granted when the value of all items to be returned is less than \$50.00. Return from any one job order will be limited to no more than 10% of the total of the original job order value.

### Cancellation Charges

Cancellation of orders for Lighting & Lowering Systems catalog products will be accepted without cancellation charges provided request for cancellation is received prior to shipment, start of assembly or receipt of materials. Cancellation of LLS/North Star lighting orders for custom products will be accepted on consideration of the manufacturing status of the product. Cancellation charges for partially or wholly manufactured custom products will be established by North Star Lighting.

### Pricing

All LLS/North Star Lighting prices and discounts are subject to change without notice and do not include any state or local taxes. Quotations on all Lighting & Lowering Systems products are subject to the terms as listed on the LLS quotation forms. All orders are subject to final acceptance by North Star Lighting, Broadview, Illinois,

### Warranty

North Star Lighting warrants all equipment to be free from defect in manufacturing, under normal and proper storage, installation and use, for a period of one (1) year from date of shipment from our factory or facility of authorized representative. Our guarantee liability extends only to the repair or replacement of the defective parts. Repair or replacement will be the sole option of North Star Lighting, No labor charges for correction of the defect by repair or replacement will be allowed by North Star Lighting unless prior written authority has been granted by the company.

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Lighting & Lowering Systems® -Product Line of North Star Lighting

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