

TERMS & CONDITION OF SALE - WARRANTY PROVISIONS

ACCEPTANCE OF ORDERS - No order sent to ELA is accepted until acknowledged in writing by ELA. The terms and conditions stated as follows shall constitute the entire sales agreement between the parties and any contrary or additional terms and conditions submitted by the customer shall be null and void unless specifically acknowledged in writing by ELA at the time of order acceptance. ELA reserves the right to select its customers and to reject any order.

PRICES - All prices, as well as finishes, product listings, and manufacturing details, are subject to change without notice. Written proposals or quotations are firm for no more than 30 days, unless otherwise provided for in writing. Acknowledged prices on all hold orders will be firm for five (5) months from the date of the order, within which time ELA must have in hand approved drawings (when necessary), and a release for shipment as soon as possible in accordance with ELA's sales policy. Any part of the order not released for immediate shipment within the five (5) month period will be subject to a price escalation.

MINIMUM ORDER - All orders accepted are subject to a \$150 minimum billing, except for replacement parts which must meet a \$30 minimum billing.

DEPOSITS - Unless stated in writing by ELA, a 50 % deposit is required on all 'Custom' product orders. The required deposit shall be received prior to production of any shop and submittal drawings, no exceptions. All custom order deposits are non-refundable.

TERMS - 3% 15 days, net 30 days. Cash discount is allowed only for prompt payment and is not granted unless earned. A service charge of 1-1/2% per month (18% per annum) will be added to all invoices which are not paid within 60 days of the invoice date. The customer agrees to reimburse ELA for all incurred collection costs, including legal fees and court costs, which are necessary to enforce payment of invoiced amounts.

FREIGHT - Freight is prepaid on all orders \$5000 or greater or as otherwise noted in our price schedules or written proposals. Custom products are price plus freight, no exceptions. A \$50 fuel surcharge on all shipments totaling from \$2,500 - \$4,999, and a surcharge of \$100.00 for all shipments totaling \$5,000 or higher shall be applied. Prepaid freight applies only to destinations within the Continental United States. Shipments to Alaska or Hawaii will be made to the nearest ports of embarkation in the Continental U.S., prepaid to such points. ELA will, upon request, make partial shipments of selected items (anchor bolts, etc.) on a prepaid basis and will ship the balance of the material on any given order upon completion of that order. Requests for partial shipments will include additional freight charges. ELA reserves the right to select carrier, routing, and method of transportation, including flatbed trailers on all shipments. Multiple deliveries are routed considering the shortest length of haul. Shipments will be made via alternate route or carrier, if expressly instructed by customer in writing, with the customer absorbing all extra transportation costs. All shipments are F.O.B. shipping point and all material is shipped at the customer's risk. ELA's responsibility for safe delivery ceases when the goods have been turned over in good condition to the carrier. Shipments must be inspected immediately upon receipt for transportation loss or damage, and any claim must be entered at once with the carrier by the customer. Special for Poles: Poles delivered via flatbed will be loaded according to size and type, and may not necessarily reflect the delivery order. Poles shipped via flatbed may require the customer to have a forklift available at the site for unloading. All other charges and services provided by the carrier at the consignee's request including, but not limited to, redelivery or reconsignment are the responsibility of the customer.

DELIVERY - ELA will do its utmost to meet customer requirements but cannot be held responsible for delays in delivery or failure to manufacture within acknowledged or requested shipping dates. No liability shall be incurred by ELA by reason of its not filling any order or portion thereof due to such delays.

SPECIFICATION - Unless specifically noted on our acknowledgement, ELA shall accept and process orders for standard items in accordance with the latest ELA published catalog and specification sheets. We will not be responsible for, nor will we accept, any order requiring adherence to plans, specifications or addenda.

PACKING - All shipments are made in cartons acceptable for domestic carriers. Consult factory for export packing information or special handling.

RETURNS - ELA is not obligated to consider requests to accept returned merchandise except for merchandise shipped in error by ELA. All returned goods must be accompanied by a "Return Material Authorization" (RMA) which can be obtained only from the ELA factory. Requests to return material must be made in writing within 90 days from the date of shipment and must show the ELA invoice or order number, date of shipment, and quantities of designated items that are desired to be returned. Returned merchandise must be new, in its original factory-sealed carton. Credit will be allowed only for the actual quantity received by ELA. Minimum restocking charges will be 35% for showroom lighting fixtures and 50% for all other products, plus outbound freight previously prepaid by ELA. Products to be returned must be returned freight prepaid within 30 days after the issuance of the RMA, and no item will be accepted without an accompanying RMA. All merchandise is subject to inspection, and additional reconditioning charges will be assessed for any damages incurred.

Ballasts ordered incorrectly by the customer (voltage, mode, etc.) will be subject to a 20% handling charge plus freight charges. If these ballasts are part of a prewired ballast assembly, the entire assembly must be returned. If ballast lead wires are cut, or any other alterations are made, credit will not be allowed.

Poles and modified, custom, non-standard, or discontinued catalog items not normally stocked at ELA are not returnable for credit under any circumstances.

CANCELLATIONS - Cancellation charges will be assessed to the customer whenever a released order is canceled after 5 days from date of release, or when a request is made to place such order "on hold" after work has begun. Cancellation charges will consist of all labor and material that have been expended in the manufacture or partial manufacture of items listed on the order. Acknowledged orders for modified or custom models are non-cancelable.

PRODUCT APPLICATION - Products should be installed, used, and maintained in accordance with the applicable ELA instructions, National Electrical Code, and/or any prevailing local codes. Copies of instructions and specifications can be obtained from ELA, Sales Service Department, 17891 Arenth Avenue, City of Industry, CA 91748.

PRODUCT WARRANTY - ELA guarantees to the customer, for three (3) years from the invoice date, that all product manufactured exclusively by ELA is free of defective material and workmanship when shipped. All plated or hand-applied color products (Group 2 and Group 3 in showroom price list) carry a one (1) year warranty. The guarantee described herein shall be in lieu of any other warranty, expressed or implied. **Auxiliary Equipment** - All auxiliary equipment (such as lamps, ballast, and transformers) provided by and/or included in ELA products shall carry the component manufacturer's warranty.

LIMIT OF LIABILITY AND GENERAL CONDITIONS - Only products which are installed, used and maintained in accordance with applicable ELA instructions, specifications and accepted trade practices, are covered by the ELA Warranty. During the warranty period, with proof of purchase, ELA will repair or replace with the same or similar product, at ELA's option, without charge. Labor costs are the owner's responsibility and are excluded from this warranty. This warranty is void if the product is modified, tampered with, misapplied, poorly installed, improperly maintained, or subjected to abnormal conditions. Repair or replacement as provided under this warranty is the exclusive remedy of ELA. This warranty is in lieu of all other warranties, expressed or implied, including any implied warranty of fitness for a particular application. ELA shall not be liable to the customer for indirect or consequential damages.

TERMS AND CONDITIONS FOR CUSTOMERS OUTSIDE THE UNITED STATES - Please contact ELA's sales department for a copy of terms and conditions for Canadian or International customers.