

**ORDER ACCEPTANCE.**

Silescent Lighting Corporation's (Seller) acceptance of all orders is subject to Buyers acceptance to the terms and conditions contained in this document or as otherwise agreed on by Seller at the time of order acceptance. This document shall govern any conflicting terms and conditions that may exist for any particular order.

**PRICING/QUOTATIONS/PROPOSALS.**

Proposals or Quotes for Seller to supply products to Buyer are valid for 30-days from date of issue unless otherwise agreed by Seller in writing. Pricing as described in price lists are subject to change without prior notice. Charges for dies, tools or other equipment do not convey ownership or right to possession therein to Buyer. All such tools, dies and equipment shall be and remain the property of the Seller, and the Seller shall have the exclusive right to possession and control of the same. All prices used by Seller are in U.S. dollars (USD) and do not include insurance or any sales, use, excise or other taxes, duties, fees or assessments imposed by any jurisdiction.

**TAXES.**

All applicable taxes will be paid by Buyer, unless Buyer provides Seller with appropriate and valid tax exemption certificates. Buyer hereby indemnifies Seller for all taxes, costs fees, expenses, penalties and other charges if Buyer cannot provide adequate evidence that it remitted the applicable sales tax to the destination state.

**PAYMENT TERMS.**

All payments to be completed prior to the time of shipment unless otherwise agreed by Seller at the time of Order Acceptance (at which point payment shall be due at the time so specified). Each order shall be considered a separate and independent transaction and payment shall be due accordingly. Seller may, at its option, elect to extend credit to Buyer in which invoices shall be issued upon shipment and payment shall be due in full within thirty (30) days from the invoice date or such other date specified by the Seller. Seller reserves the right to change the amount of credit extended to Buyer or suspend all together. A finance charge of 1.5% per month (18% per annum) will be assessed on past due invoices. No new orders will be shipped when overdue invoices exist. The Seller reserves the right to not allow credit on shipments made direct or drop shipped to third parties. The Seller reserves the right to require a full or partial advanced payment based on either order size, custom requirements and/or credit worthiness. If Seller retains an agency or attorney to collect overdue amounts, all collection costs and costs to repossess assets, including reasonable attorney's fees shall be payable by Buyer.

**FREIGHT.**

All transportation charges and expenses shall be paid by Buyer, including any cost of insurance against loss or damage in transit unless otherwise agreed to in writing by Seller. Seller reserves the right to ship products freight collect or pre-paid by Seller and added to the invoice. Unless otherwise specified by Buyer, the Seller shall determine the best way to ship and methods of packaging on behalf of the Buyer and the Buyer shall be responsible for corresponding charges and fees. ALL BUYERS LOCATED IN THE CONTINENTAL UNITED STATES OR CANADA ARE NOT AUTHORIZED TO SELL OR SHIP PRODUCTS OUTSIDE OF THE CONTINENTAL UNITED STATES OR CANADA WITHOUT PRIOR WRITTEN APPROVAL SELLER. If special packaging, routing or expedited transportation is requested, the Buyer will assume the additional expense including overtime and special handling charges.

**CLAIMS.**

All product is shipped F.O.B. Sellers factory in good condition with title and risk of loss and/or damage of the merchandise passing to the buyer upon delivery to the transportation company at Sellers dock. The Buyer has responsibility for immediately inspecting goods upon delivery. Any claim for shortage or breakage must be noted on freight Bill of Landing and filed promptly with the transportation company. In the event of concealed damage, or if there was any visible damage, the transport company should be notified immediately and an inspection requested. Hold all damaged goods with packing material intact until inspection is completed. Although Sellers responsibility for shipment ends with acceptance by the transport carrier, please contact Seller immediately so Seller may assist, if necessary, in satisfaction of claims.

**DELIVERY DATE.**

Seller will make reasonable efforts to maintain requested and agreed on dates for Buyer orders, but Seller shall not be liable for any delay in delivery or failure to perform due to acceptance of prior orders, strike, lockout, riot, war, fire, act of God, accident, delays caused by any subcontractor or supplier or by Buyer, technical difficulties, failure or breakdown of machinery or components necessary for order completion, inability to obtain or substantial rises in the price of labor or materials or manufacturing facilities, or compliance with any law, regulation, order or direct, whether valid or invalid, of any governmental authority or instrumentality thereof, or due to any circumstances or any causes beyond its reasonable control, whether similar or dissimilar to the foregoing and whether or not foreseen. Due to circumstances beyond Sellers control, estimated delivery dates are subject to change. Seller accepts no liquated damage claims resulting from such delays.

**HOLD ORDERS.**

Production for orders received without a specific shipping date will not be processed until a definite delivery date is given. Orders entered in a "hold for release" basis are subject to a price increase after 60 days.

**STORAGE.**

Any detention, demurrage, storage or auxiliary charges assessed by carriers or warehousing resulting from Buyer's requirements for special service, or Buyer's failure to accept delivery in a timely manner, shall be paid by Buyer.

**CANCELLATIONS.**

Any order cancellations must be provided in writing. Buyer agrees to reimburse the Seller for work already performed and for special material to be purchased by the Seller for any cancelled orders. If an order is canceled or refused after shipment, all warehousing and freight costs will be charged to the Buyer. All charges are subject to the terms of this document.

**RETURNS.**

No merchandise may be returned without prior authorization and RGA (Returned Goods Authorization) number. Goods will be refused at loading dock if the (RGA) is not clearly marked on the outside of carton. An RGA number is valid for 30 days only. A credit towards future purchases will be issued for merchandise received in good condition, within 30 days of original invoice date. There will be a deduction of freight charges both ways, and a minimum restocking charge of 35% as well as reconditioning charge if necessary. Special finishes, custom orders or non-standard items/materials may not be returned.

**PRODUCT DESIGN.**

Silescent Lighting Corporation reserves the right to change, discontinue or modify materials or the design and construction of any of its products and to substitute materials or products equal to or superior that originally specified.

**PRODUCT SAFETY.**

Buyer shall comply fully with all industry safety standards, laws, rules and regulations of any governmental body having jurisdiction to regulate the sale of items incorporating the products supplied by Seller. Buyer shall obligate all persons and entities buying such products from Buyer to comply with such industry standards, laws, rules or regulations applicable to such person or entity. Buyer shall defend and hold Seller harmless against any expense, loss, costs or damages relating to any claimed failure by Buyer to comply with such industry standards, laws, rules or regulations or from any bodily injury, illness or property damage resulting from products manufactured by Buyer which incorporate the products supplied by Seller.

**LIMITATION OF REMEDY.** IN NO EVENT WITHOUT LIMITATION SHALL THE SELLER BE LIABLE FOR ANY INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS, IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, MAINTENANCE, REPAIR FUNCTIONING OR THE BUYERS USE OF PRODUCTS SOLD PURSUANT TO THESE PROVISIONS OR DESCRIBED HEREIN.

**INDEMNITY.** With respect to all products manufactured in either whole or in part in accordance to Buyer specifications, the Purchaser agrees to defend and hold the Seller harmless from all liability loss, cost and expense (including attorney's fees) that may be based on, relate to, or arise out of any alleged infringement of patents, designs, copyrights, trademarks, and other proprietary rights or any defect or failure of product (other than manufacturing defects).