

TERMS AND CONDITIONS

Acceptance of this order by WLS is expressly conditioned upon the Terms and Conditions contained herein. Additional or different terms or conditions set forth in Purchaser's purchase order or similar communication are objected to and will not be binding upon WLS unless specifically assented to in writing by an authorized representative of WLS.

PRICE AND TERMS All prices by WLS are subject to change without notice. Prices do not include and present or future sales, use, excise, value-added or similar taxes and, where applicable, such terms shall be billed as a separate item.

QUOTATIONS Prices are subject to receipt and acceptance of order within (30) days of the quotation.

TERMS OF PAYMENT Unless otherwise agreed in writing by WLS, Purchaser shall pay in full the net amount of each invoice within thirty (30) days from the date of the invoice. If payment is not made when due, purchaser agrees to pay a charge on the amount past due at the rate of one and one half percent (1 1/2%) per month (18% per annum) or the maximum lawful rate, whichever is less. Nothing herein shall be deemed to extend or otherwise modify Purchaser's obligation to make payment when due.

CREDIT HOLD, C.O.D., PURCHASES, COST OF COLLECTION WLS reserves the right to place Purchaser on credit hold when any invoice is forty-five (45) days or longer. The credit hold will apply to existing pending shipments and to all affiliates of Purchaser. WLS may, in its sole discretion, require that any purchase be made on a C.O.D. basis. In the event of Purchaser's default, Purchaser agrees to pay WLS's reasonable attorney's fees and other reasonable costs of collection.

SHIPPING AND HANDLING Prices are F.O.B. shipping point, shipping and handling allowed on orders with a selling price of \$2,500.00 or more, per shipment, per destination in the continental United States. Orders that fail to qualify for the allowance will be charged shipping and handling.

TRANSPORTATION AND DELIVERY-FIXTURES All estimates of delivery time are approximate and failure to effect shipment of an accepted order by such estimated delivery date will not be considered sufficient cause of cancellation without prior agreement confirmed in writing by Seller's authorized agent. Title to any goods sold and the risk of loss of such goods passes to Buyer upon delivery by Seller or Seller's vendors to the carrier, and any claims of losses or damage in transit shall be filed by Buyer directly with the carrier. Buyer shall inspect all goods immediately upon delivery for concealed damage. Buyer must notate any damage/shortage on carriers delivery receipt. Buyer must report all damage to goods to carrier within 10 days delivery of the goods. All returns must arrive back to Seller in good working order. Returned goods must be returned in the original packaging and are subject to a restocking charge. Any damage to returned goods will be for the account of Buyer. WLS reserves the right to ship goods via the most economical routing. If shipped otherwise upon Buyer's request; Buyer shall pay the difference in the rate of transportation. UPS and RPS damaged shipments must be reported to shipper within 10 days and must be in the original cartons at the original delivery point for inspection.

TRANSPORTATION AND DELIVERY-POLES Factory shipping dates given in advance of actual shipment are estimated by WLS and shall not be deemed to represent fixed or guaranteed shipping dates. WLS shall not be liable for failure of or delay of performance due to (i) cause beyond reasonable control or (ii) an act of God, act or omission of Purchaser; act of civil military authority, government priority of other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation or (iii), any other commercial impracticability. In event of any such delay, the date of delivery or performance by WLS shall be extended for a period equal to the time lost by reason of delay. In addition to any other right which WLS may have hereunder or at law, WLS may suspend shipment of any goods for which WLS has not already received payment whenever Buyer is in default under this or any other contract of sale between WLS and Buyer.

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WLS LIGHTING SYSTEMS
MANUFACTURING SINCE 1969

TERMS AND CONDITIONS

ROUTING, HANDLING AND STORAGE Routing will be determined by WLS to the common carrier delivery point nearest to destination. Handling, unloading, storage, extra labor mechanical facilities required in connection therewith will be the responsibility of Purchaser.

TITLE, RISK OF LOSS-POLES In all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Purchaser.

WARRANTY, LIMITATION OF LIABILITY-POLES WLS warrants its goods to be free from defects in materials and workmanship. This warranty is expressly in lieu of any other warranties, express or implied, written or oral, including any implied warranties of merchantability of fitness for a particular purpose. WLS shall not be liable for any consequential damages arising out of any breach of any contract of sale, including any warranties arising there from. The obligation and liability of WLS arising under any transaction with Purchaser; and the purchaser's remedies therefore, shall be limited to repair and replacement without charge, F.O.B. WLS's place of manufacturing, of a defective part returned within five (5) years from the date of delivery or the goods covered hereunder.

LIMITED WARRANTY-FIXTURES WLS's manufactured products are guaranteed against mechanical and electrical defects for a period of one (1) year from date of delivery. Replacement or repair of authorized returns found upon inspection to be mechanically or electrically defective within the guaranteed period constitutes fulfillment of all obligations under this warranty. WLS assumes no responsibility for the proper installation of its products, or for labor costs involved in repair or replacement. Lamps and ballasts are covered only to the limit of those manufacturer warranties and not WLS. See additional limited warranty.

RETURNS No products can be returned for credit or will be accepted by WLS without permission and must be accompanied by a Returned Goods Authorization (RGA), issued by WLS. Returned products accepted for credit are subject to a minimum 25% restocking charge, freight charges (both directions) and any reconditioning and/or re-cartoning charges which are necessary. Special custom made products are not returnable. Returned shipments must be made within thirty (30) days after receiving permission from WLS, or cannot qualify for credit.

CANCELLATION We reserve the right to assess a minimum cancellation charge of 25% of the order value, if the order is canceled after it has entered into the production cycle. Custom orders may be assessed a higher cancellation charge.

TAXES All prices, quotations, orders and agreements are subject to all Federal, State, and Local taxes. These taxes will be added to the invoice unless legal proof of exemption is provided. WLS reserves the right to invoice separately for the taxes should it be necessary to make payment where they were not included at the time of invoicing.

GENERAL WLS reserves the right to change any feature of its published specifications without notice to promote product improvement and/or allow for materials availability. Any representation, affirmation of fact and course of dealings, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding upon WLS unless specifically assented to in writing by an authorized representative of WLS management. The contract of the sale of goods between WLS and Purchaser shall be performed in Tarrant County, Texas. The validity, performance, and all matters relating to the interpretation and effect hereof any amendment hereto shall be governed by the laws of the State of Texas. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, taking place in Tarrant County, Texas. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties also expressly agree that they will cooperate in the exchange of documents and lists of witnesses (including any experts) before the arbitration as well as interviewing or deposition of witnesses.