



Saylite

Texas Fluorescents
Reinvented

Terms and Conditions of Sale

General

1. Orders are subject to acceptance by the company in the form of a written order acknowledgement.
2. Orders, after acceptance, cannot be cancelled without the expressed agreement of Saylite. Special or custom equipment cannot be cancelled unless a mutual agreed upon cancellation charge has been determined.
3. The terms and provisions of the sale are only those that are expressly set forth on the order acknowledgement. Any provisions and terms of the purchase order are not binding on Saylite unless such terms and provisions are agreed upon by Saylite and stated on the order acknowledgement. Any change or modification of the order acknowledgement shall not be binding on Saylite unless specifically approved in writing. Under no circumstances will Saylite be responsible for approvals, adherence to "Plans and Specifications", addenda, and bidding contract documents.
4. "Hold for Release" orders must state on the purchase order the quarter in which shipment will be made.
5. No order will be entered "Hold for Release" for less than \$5,000.00.
6. If "Hold for Release" orders are released by our customer before signed approvals are received, Saylite will consider the fixtures approved according to our original submittal.
7. All fluorescent fixtures are furnished wired with 120 volt 60 hertz ballasts, unless otherwise noted on original purchase order or on a change order.
8. All items are furnished less lamps unless

otherwise noted.

Payment

1. Net 30 days with approved credit. A service charge of 1-1/2% per month will be charged on past due accounts. Slow payment delays shipments.

Prices

1. Subject to change without notice.
2. Prices quoted from factory on specials are firm for 30 days.
3. Prices and their relation to delivery date or dates are subject only to the written terms of the acknowledgement of order.
4. Minimum billing/order of \$25.00.
5. No deductions allowed without prior written authorization from Saylite.

Delivery

1. All shipments are F.O.B. Carrollton, Texas 75006 (Dallas County) or point of sale.
2. Minimum order size for free freight: Shipments to DFW/Houston - \$750 (\$75 Delivery Charge for less than \$750) Shipments to Rest of Texas, Arkansas, Oklahoma, and Louisiana - \$1,000. Shipments to the Rest of the USA - \$1,500.
3. On direct shipments of under \$1,500.00, if requested, we will prepay and charge freight.
4. Partial shipments will be made at the discretion of Saylite.
5. Title to material shipped passes to purchaser upon receipt by Saylite of a signed bill of lading from first carrier. Seller assumes no responsibility for damage in transit.
6. If customers request shipment by air, customer will make arrangements with

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carrier for 3rd party billing (other than Saylite). If order or release is over \$1,500.00, a credit for normal freight charges will be issued on invoice. If customer's special shipping instructions, requested in writing shall incur additional labor costs or carrier costs, these costs will be added to invoice.

Delivery Dates

1. Dates of delivery are approximate. Saylite cannot accept liability for delays of manufacturing or shipping. There are conditions beyond our control which may arise after prior communication.

Returned Goods

1. All shortages, damage, or wrong material received must be reported within 7 days from date of delivery.
2. Saylite fixtures will be accepted for return within 90 days of date of shipment and then only after issuance of a "Return Goods Authorization" by the factory to the Purchaser. Material must be returned within 30 days of issuance of RGA or no credit can be issued. No products will be accepted for return if custom or specially manufactured to vary from our standard construction or finish. Material must be in original unopened factory cartons.
3. Products accepted for return will be credited at the prices prevailing at the time of shipment, or at the time of return, whichever is lower and a minimum service charge of 35% will be deducted from the invoice value to cover the cost of handling, unpacking, inspection, placing the product in saleable condition and repacking. Unsaleable and damaged merchandise will be credited at salvage value.

Guarantees/Warranty

1. All Texas Fluorescent products are tested and checked before being packed for shipment and (other than ballasts) are warranted against defects in workmanship and material for three years from date of Saylite shipment, providing equipment is installed and operated under normal conditions and proper ballast ratings. Our liability extends only to the replacement of the defective part or parts. We reserve the right to determine the best method of correcting problems. Saylite will not allow any charge for labor, material or other costs incurred without the prior written approval of Saylite.
2. Any ballast failing within the guaranteed period, which was operating under proper conditions, should be exchanged for a replacement ballast at the respective ballast manufacturer's service center. Labor charges for the replacement of defective ballasts must be negotiated directly with the ballast manufacturer or their representative. Saylite does not make any warranty as to ballasts and will accept no responsibility or liability whatsoever therefore.
3. Seller shall have no warranty obligations to Buyer with respect to any product or parts of a product that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions,

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vibration, water, etc; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with products supplied by Seller hereunder. In any case of products not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such products.

4. No agent, employee or representative of Saylite has any authority to bind Texas Fluorescents to any affirmation, representation, or warranty concerning goods sold by Saylite.

5. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER. IN NO EVENT IS SELLER LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL,**

CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

6. **SELLER'S LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.**