

TERMS AND CONDITIONS OF SALE

- 1) **Payment Terms** - Payment of the total invoice is due C.O.D. unless a Credit Application has been made to and accepted by Tube Lighting Products. If Tube Lighting Products has accepted purchaser's Credit Application, payment of the invoice is due net 30 days after the invoice date. Payable in U.S. dollars to Tube Lighting Products at the address shown on invoice. Submission of a Credit Application to Tube Lighting Products shall be deemed to constitute agreement to these Terms and Conditions of Sale. Amounts not paid when dues shall be subject to a late charge of 1-1/2% per month until paid. If any action or proceeding is instituted to collect amounts due under and invoice, the prevailing party shall be entitled to reasonable attorney fees. This agreement shall be subject to the laws of the State of California without regard to it conflict law provisions. Any action or proceeding arising from or related to this agreement shall be subject to the exclusive jurisdiction of the State or Federal courts located in the County of San Diego, California. The purchaser, by entering into this purchase agreement with Tube Lighting Products, consents to the jurisdiction of said Courts.
- 2) **Delivery and Risk of Loss** - Goods ordered from Tube Lighting Products shall be shipped F.O.B. Tube Lighting Products. Shipping charges shall be prepaid by Tube Lighting Products and added to the invoice.
- 3) **Limited Warranty** - Tube Lighting Products warrants its products to be free of defects in material or workmanship for a period of one year after shipment of products unless otherwise noted, when they are used as directed and not subject to misuse or neglect. Tube Lighting Products will repair or replace products that fail to meet this warranty and that are returned to Tube Lighting Products within the one-year warranty period. The purchaser must receive a Return Authorization Number before returning the product (s). **ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.**
- 4) **Limitation of Liability** - **IN NO EVENT SHALL TUBE LIGHTING PRODUCTS BE LIABLE, IN CONTRACT OR IN TORT, FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR PUNITIVE DAMAGES OR FOR ANY DAMAGES IN EXCESS AMOUNTS ACTUALLY PAID FOR THE PRODUCT WITH RESPECT TO WHICH A CLAIM FOR DAMAGES IS BROUGHT, WHETHER OR NOT TUBE LIGHTING PRODUCTS WAS ADVISED OR HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.**
- 5) **General Terms** - This Agreement, and any Credit Application submitted by the purchaser, represents the entire agreement between the parties hereto and a final expression of their agreements with respect to the purchase of Tube Lighting Product's goods, and supersedes all prior written agreement, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to ,waiver of, or excuse for any other different or subsequent breach. This agreement shall be binding on and shall insure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- 6) **THE PURCHASER'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS AGREED TO IN WRITING BY TUBE LIGHTING PRODUCTS.**