

ORDER ACCEPTANCE

CRYSTAL LIGHTING CORP offers to sell and deliver lighting products in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. CRYSTAL LIGHTING hereby objects to and rejects any additional or alternative terms proposed by Buyer, including those contained in Buyer's purchase order, unless CRYSTAL LIGHTING expressly agrees to such terms in writing. All orders are subject to credit approval and acceptance by CRYSTAL LIGHTING. Credit availability granted at the discretion of CRYSTAL LIGHTING. We reserve the right to refuse to manufacture any item that is not in stock, or in the event that the order is too small to run on a production basis

TERMS OF PAYMENT

If CRYSTAL LIGHTING extends credit to Buyer, payment terms shall be net thirty 30 days from date of invoice, unless otherwise stated on quotation. CRYSTAL LIGHTING may change or withdraw credit amounts or payment terms at any time for any reason. If the products require delivering in installments, Buyer shall pay for each installment in accordance with the above payment terms. If Buyer fails to make any payment when due, CRYSTAL LIGHTING reserves the right to suspend or cancel performance under any agreements in which CRYSTAL LIGHTING has extended credit to Buyer. Suspension of performance may result in rescheduling delays. If in CRYSTAL LIGHTING judgment, Buyer's financial condition does not justify the payment terms specified herein, then CRYSTAL LIGHTING reserves the right to terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect CRYSTAL LIGHTING right to pursue any other available remedies. No deductions from invoices will be allowed without authorization, in writing, from CRYSTAL LIGHTING. CRYSTAL LIGHTING maintains the right to charge a 1.5% per month service charge on all past due balances, as well as reasonable collection costs and fees, including, but not limited to attorney, filing fees, and other associated costs of collection.

PRICING

Prices and specifications are subject to change without notice. If the prices of fuels, metals, raw materials, equipment or other production costs increase significantly, CRYSTAL LIGHTING shall have the right, and Buyer shall have the obligation to renegotiate the price of all products not yet shipped. If an agreement is not reached, CRYSTAL LIGHTING reserves the right to terminate any unshipped orders without liability.

QUOTATIONS, DATASHEETS, SPECIFICATIONS

Prices are firm for thirty-30-days unless otherwise specified. All quotes on equals substituted by CRYSTAL LIGHTING require customer approval after submittal of cuts. We cannot guarantee approval. CRYSTAL LIGHTING is not responsible for misinterpretation. Specifications and dimensions of all products are subject to normal manufacturing tolerances and may change without prior notice. Fixture design and specification sheets may be updated and or modified as necessary and it is the buyer's responsibility to obtain from CRYSTAL LIGHTING and verify the latest catalog sheets to confirm dimensions, mounting

details, knockouts, holes etc. CRYSTAL LIGHTING will not be responsible for any costs associated with non-conformity to outdated published material, including that obtained from CRYSTAL LIGHTING'S website. Catalog numbers and cuts are merely indicative of what we manufacture. This does not necessarily mean that all items are in stock.

LAMPS

Lamp, unless specified, are not included in the price of the fixtures.

FREIGHT

All shipments are FOB Santa Fe Springs, CA. and FFA allowed at \$3,500 and higher for in California deliveries per (order) shipment, and \$5,000 and higher for destination in the Continental United States and Canada. Special packaging instructions or split shipments (to arrive at different locations) may incur additional charges. Accessorial charges will apply to special delivery requests and requirements, such as for school, construction, residential or inside deliveries and for needed special equipment such as flatbed and lift gate trucks. Anchor bolts shipped prior to poles will be sent prepaid and the freight will be added to the invoice. Consult with factory for shipping options. All claims for loss or damage in transit must be made to Crystal Lighting by consignee within ten (10) days of receipt. Material will be prepaid and billed to our customer unless otherwise stated in writing by Crystal Lighting.

RETURN GOODS

No merchandise may be returned without prior authorization will be refused at loading dock if the Return Goods Authorization (RGA) Number is not clearly marked on the outside of the carton(s). An RGA Number is valid for thirty 30 days only. Refunds will be in the form of credit toward future purchases only. No refund checks issued. CRYSTAL LIGHTING must receive material in good condition, within thirty-30-days of original invoice date. There will be a deduction for freight out and the return is subject to a minimum 25% restocking fee as well as a reconditioning charge if necessary. Special finishes or custom orders are nonreturnable

HOLD ORDERS

Orders marked “Hold for Release” or “Hold for Shipping Date” will be manufactured upon receipt of a release date. We reserve the right to renegotiate pricing at time of release if the release extends beyond the stipulated time on our quotation and/or acknowledgement.

CANCELLATIONS

Orders for Factory Stocked items can be cancelled prior to shipping without charge. Not all other orders can be cancelled unless CRYSTAL LIGHTING is reimbursed for work already performed and for special material purchased or on order with our Vendors. If an order is cancelled after shipment, or refused at destination, restocking charges of up to 100% (applies to built to order, custom, or non-cancelable item's) warehousing fees, delivery and return costs will be charged to the customer.

LIMITED WARRANTY

Please refer to Crystal Lighting Corp. product limited warranty.

FIELD SERVICE & REPAIR

If we elect to provide field inspection or repair, it will be done strictly as a courtesy and convenience to the end user. It is the facilities responsibility to identify specific products and locations of products claimed defective. Provide safe accessibility to the lighting equipment, including providing any ladders, scaffolds, or other equipment necessary, as well as providing adequate protection to prevent damage to building or it's interior, obtaining union or other cooperation regarding free access to the site for field service personnel, and turning power on and off as required. Any field service work will be performed only during normal weekday working hours. CRYSTAL LIGHTING reserves the right to supply non-union labor as necessary to provide any warranty related repairs. CRYSTAL LIGHTING will not be responsible for any costs incurred in providing access to the lighting equipment. Our performance of any services in no way is an extension of our liability beyond our Terms and Conditions of Sale and Limited Warranty contained herein.