

STARFIRE LIGHTING, INC.  
**TERMS AND CONDITIONS OF SALE**

**General** - All orders are subject to acceptance by Starfire Lighting, Inc. in Wood Ridge, New Jersey. Title to merchandise passes to the Purchaser upon lading to the carrier and such Title is not subject to any conditions set forth by the carrier with regard to payment of transportation charges and fees related to delivery at destination. All prices are subject to federal, state, and local taxes, if applicable, unless appropriate exemption certificate is on file at Starfire Lighting, Inc. in Wood Ridge, New Jersey. All fixtures are sold without lamps, unless otherwise specified.

**Force Majeure** - Under no circumstances shall Starfire Lighting, Inc. be liable for any delay or failure to perform hereunder when such failure or delay is, directly or indirectly, caused by, or in any manner arises from fire, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, breakage of machinery or apparatus, transportation delays, or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) beyond its sole and reasonable control.

**Payment Terms** - 1.0%-10 Days, Net 30 Days, subject to prior credit approval. All orders are subject to a minimum billing of \$35.00. Any past due amounts owed by Purchaser shall be subject to a service charge equal to 1.5% per month, but in no event higher than allowed by applicable law. In addition to such late payment, service charges, costs and expenses associated with collection of past due amounts, including reasonable attorney's fees, shall be added to amounts past due.

**Delivery** - Unless expressly agreed in writing to the contrary, the terms of delivery are F.O.B., Wood Ridge, New Jersey. Purchaser bears the expense for shipping and risk of loss or damage for merchandise shipped hereunder. In case of loss or damage in transit, consignee must make all claims with delivering carrier within normal time limits established by the I.C.C. Consignee shall make immediate inspection of goods when received, and make prompt filing of claims (within 15 days from receipt of shipment). Air freight and overnight charges cannot be prepaid. If purchaser requires overnight or air shipments, please be prepared to receive material with freight charges to be collected at time of delivery, or furnish carrier account numbers. Purchaser is responsible for all re-delivery and re-consignment charges. Freight company fees and charges related to advanced notification of delivery shall be added to order invoices.

A service charge will be added to all orders requiring same day shipping. Orders must be received and accepted, subject to merchandise availability, by 12:00 PM EST.

All delivery dates provided by Starfire Lighting, Inc. are estimations and subject to change. Under no circumstances shall Starfire be liable for direct, incidental or consequential damages due to delays in shipment of products. Starfire Lighting, Inc. reserves the right to make delivery in installments, unless otherwise expressly agreed to by Starfire writing. Delay in delivery or delivery in installments shall not relieve the Purchaser of its obligation to accept remaining deliveries.

**Product, Specifications, Variations, and Errors** - In the event of a conflict between a customer's written order and Starfire Lighting, Inc. drawing or specification sheet marked "approved", the Starfire Lighting Inc. drawing or specification sheet shall prevail. Should customer fail to provide detailed specifications then Starfire Lighting Inc. interpretation of non specified characteristics shall prevail. Every effort is made to avoid errors in catalogs, specification sheets, and data references. All performance specifications are subject to +/- 10% tolerance and are to be considered "nominal". Starfire Lighting, Inc. will not accept responsibility for any charge-backs for causes including but not limited to errors in typography, measurements and dimensioning, descriptions, omissions, or for defects in material and/or workmanship. Starfire's only liability with regard to defects in materials and/or workmanship is defined in its then current Product Limited Warranty. Orders containing such phrases as "all materials to be supplied as per project plans and specifications", etc. are subject to the terms only when accompanied by specific written acceptance, signed by an officer of Starfire Lighting, Inc.

**Cancellations** - Requests to cancel or modify standard product(s) must be submitted in writing by the customer a minimum of three weeks prior to scheduled ship date and before Starfire has ordered materials for, or begun work on such order. All cancellation requests must be reviewed and approved by Starfire. Should Starfire in its sole discretion allow cancellation after the above stated interval then customer shall be liable for all costs associated with the ordered materials and work performed plus Starfire normal margins on those amounts. .

**Returns Policy** - All sales are final and return of shipped orders will not be allowed except for defects in material and/or workmanship only to the extent permitted under the terms and conditions of Starfire's then current Product Limited Warranty.

**Changes in Specifications** - Starfire Lighting, Inc. reserves the right to make specification, engineering, component or dimensional changes, without prior notification, to facilitate manufacturing methods; to the extent that such modifications do not compromise design integrity. Starfire Lighting, Inc. will not be obligated to modify fixtures manufactured prior to these changes.