



TERMS & CONDITIONS OF SALE

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♦ QUOTATIONS & PRODUCT APPLICATIONS

All quotations are subject to the receipt of accurate and complete information from the requestor. Quotations are firm for thirty (30) days, but orders are subject to the price in effect at the time of shipment. Quotations priced in error will not be honored. Prices quoted are exclusive of any taxes and any taxes imposed will be added to the invoice. Scheduled ship dates represent the best estimates of POINT LIGHTING CORPORATION and its suppliers at the time of quotation and do not constitute fixed promises. POINT LIGHTING CORPORATION will assist in the design and specification of systems and products when requested. It is the responsibility of the customer to ensure the proper application and installation of all products. Liquidated damages are not accepted in any form by POINT LIGHTING CORPORATION.

♦ ORDER ACCEPTANCE

Orders are subject to acceptance by POINT LIGHTING CORPORATION. The minimum billing is \$150.00 net with freight charges additional except Canada where the minimum billing is \$200.00 on the same basis. Please refer to page 5 regarding fees for international bank transfers. A written purchase order must be received before the order is entered. The written purchase order takes precedence over any other communication written or verbal except valid written change orders. Errors in prices or terms will not be honored even if they appear on POINT LIGHTING CORPORATION's quotation and/or on the customer's order. Change orders are subject to repricing and acceptance. Change orders will be confirmed in writing and assumed to be accepted unless the customer responds within 24 hours to the contrary. Each price is subject to revision to the price in effect at the time of shipment.

♦ PAYMENT TERMS

Trade credit payment terms are net thirty (30) days from the date of the invoice. Government entities are normally extended trade credit. Companies may be extended trade credit upon approval by the POINT LIGHTING CORPORATION credit manager. Partial or complete advance payment may be required by POINT LIGHTING CORPORATION for export orders, custom orders, for new customers or for other reasons as determined by POINT LIGHTING CORPORATION.

After an order is released for manufacture, it will be invoiced as shipped as of the date when complete, packed and ready on our dock. If a customer request, action or failure to provide information results in a shipping hold, we will hold it for thirty (30) days. On day 31, one-percent (1%) of the purchase price of the stored material will be invoiced as a storage fee. An additional one-percent (1%) will be invoiced monthly thereafter. Payment must be paid within quoted terms regardless of storage status. Storage fees accrued must be paid in full before the material leaves the warehouse.

Past due accounts will be charged a two percent (2%) finance charge per month. Shipments will not be made to past due accounts. Checks returned by the bank will be assessed a \$200.00 bad check fee and credit will be suspended. Accounts that issue uncollectible checks may be immediately referred for collection by an outside agency. Accounts over 120 days will be referred for collection by an outside agency. The customer pays all the costs of collection incurred by POINT LIGHTING CORPORATION including, but not limited to, reasonable attorneys' fees, if any.

All quotations and invoices are in US dollars. Payment is to be remitted in US dollars, except for remittances in euros or pounds sterling by prior authorization in writing.

1 October, 2023

POINT LIGHTING CORPORATION

: P.O. Box 686, Simsbury, CT 06070 Plant: 61-65 W. Dudley Town Rd, Bloomfield, CT
Tel 01 860.243.0600 Mail USA Fax 01 860.243.0665
email: Info@PointLighting.com website: www.PointLighting.com

♦ LIMITED PRODUCT WARRANTY

The standard warranty for products manufactured by POINT LIGHTING CORPORATION is **six (6) years** from the date of ex-factory shipment except as excluded below or as modified in writing. This warranty applies to Products manufactured and shipped after 1 November 2017.

THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

POINT LIGHTING CORPORATION warrants to each original Buyer of products manufactured by POINT LIGHTING CORPORATION that such Products are, at the time of delivery to the Buyer, free of significant material and workmanship defects and for a period of six (6) years except products operating twenty-four (24) hours per day are limited to a period of three (3) years.

No warranty is made with respect to:

- a. any Products that are subjected to abuse, misuse, accident, negligence, improper testing or service, improper installation or removal and reinstallation, improper storage, improper handling, improper repair, or any use contrary to the written installation or maintenance instructions provided by POINT LIGHTING CORPORATION;
- b. any Product that has experienced normal wear & tear expected for conditions at the site of installation;
- c. any Products which have been altered in such a way, in POINT LIGHTING CORPORATION's judgment, as to affect the Product adversely. This includes Products that are rewired, reconstructed or altered such as, but not limited to, the drilling and/or attachment of third party devices such as lightning protection air terminals.
- d. any third-party manufactured products attached to the Product, inserted in the Product or added to the Product network such as sensors, detectors, batteries or communication devices. POINT LIGHTING CORPORATION makes no representation or warranty with respect to any third-party products;
- e. any product subjected to electrical line noise, electrical surge, voltage outside the stated range, high radio frequencies, direct antenna transmissions or other abnormal electrical stress even if momentarily; or abnormal physical stress, abnormal environmental conditions, exposure to excessive salt or other chemicals, exposure to excessive temperature or humidity beyond stated limits, vibration, impact, submersion in water;
- f. any damage or malfunction from any external device or system;
- g. any consumable part such as lamps, windsocks, frangible couplings, fuses, batteries or any other such part that can be expected to break, fail or deteriorate during the normal use of the product before the end of the warranty term.

The problem will be corrected by:

If, upon factory inspection and test of the returned Product, POINT LIGHTING CORPORATION's judgment determines that it did not function as warranted within the applicable warranty period, our obligation under this warranty is limited to repair or, at our option, replacement of the Product.

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To make a valid claim the purchaser must:

- a. make a claim for alleged defects in writing to POINT LIGHTING CORPORATION or by email to RMA@POINTLIGHTING.COM. A return material authorization (RMA) will be issued with instructions for the return of the Product.
- b. return the Product accompanied by the RMA and a photocopy of the original purchase order, invoice or dated packing list that accurately lists the catalog number and the name of the original purchaser.
- c. securely and properly pack the Product for return. A Product damaged in transit will not be considered under warranty.
- d. bear all costs of removal and prepaid transportation to the Point Lighting Corporation factory and for reinstallation. We will pay return freight costs only for warranty repair or replacement Products excluding duties, taxes and inland freight costs that may be levied at the return destination.

Other Warranty Limitations

POINT LIGHTING CORPORATION does not assume any liability for damages caused involving warranty service. Claims for liquidated damages, losses caused by delays, consequential damages and any other claims not in accordance with the warranty stated herein are not recognized nor accepted. No customer back charges of any kind will be accepted.

Products operating twenty-four (24) hours per day are limited to a warranty period of three (3) years.

The amount of the claim is limited to the replacement or repair of the defective Product. If the Product is obsolete, replacement will be in kind.

All repaired or replacement Products or replacement parts, whether replaced under warranty or purchased, are warranted for the time remaining, if any, of the original warranty period of the original Product.

In no event shall POINT LIGHTING CORPORATION be liable for damages of any kind.

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- ◆ SHIPPING TERMS

EXW Ex-Works (FOB factory) unless otherwise stated in writing. Freight and insurance charges for all orders will be prepaid and invoiced. Freight charges are not for the account of POINT LIGHTING CORPORATION (not "allowed") unless that exception is stated in writing by the seller. Freight charges, when quoted, are estimates provided for the convenience of the customer. The customer is responsible for reimbursement to POINT LIGHTING CORPORATION of the full and actual costs of transportation incurred on the customer's behalf.

Call charges (requests by the customer for "call before delivery") will be invoiced at \$35.00 per occurrence.

Risk of loss and title pass to the customer upon delivery to a common carrier at the point of shipment.

Shipments will be made by the most economical air and/or common carrier method using standard commercial packing. Customer specified carrier and/or special packing and handling instructions are subject to acceptance by POINT LIGHTING CORPORATION.

For partial shipments specified by or agreed to by the customer on an order that stipulates "freight allowed", the first partial shipment will be made freight allowed and all subsequent partial shipments will be prepaid and invoiced to the customer.

- ◆ ORDER CANCELLATION & PRODUCT RETURNS

Orders canceled after release for manufacture will be subject to a minimum of ten percent (10%) cancellation charge and up to 100% if the material is completed and ready for shipment. Returns of standard items are subject to a restocking charge equal to thirty (30%) percent of the product's selling price paid. The request must be received within sixty (60) days of order shipment. Returned items must be new and in the original cartons and must not have been installed and must be received at POINT LIGHTING CORPORATION unmarked and undamaged in any way. Return shipping charges must be prepaid by the customer. Non-stock, obsolete and custom products cannot be returned for credit. This exclusion includes, but is not limited to, all system controllers, high intensity obstruction lighting, status light systems and control units.

- ◆ LIMITATION OF LIABILITY

All special terms and conditions set forth on the buyer's purchase order not in accordance with POINT LIGHTING CORPORATION's "TERMS AND CONDITIONS OF SALE" are refused unless specifically accepted in writing. POINT LIGHTING CORPORATION reserves the right to ignore or modify the customer's stated terms and conditions without notice to the buyer. Customer order terms and/or claims for liquidated damages, losses caused by shipping delays, consequential damages and any other claims not in accordance with the Warranty stated herein are not recognized nor accepted. No customer back charges of any kind will be accepted by POINT LIGHTING CORPORATION.

- ◆ TRADEMARKS

The *TWIN POINTS* logo, the *Four Dots* logo, company name and *POINTUSA* are registered trademarks of POINT LIGHTING CORPORATION and all legal protections will be enforced. POINTLIGHTING.COM is the web domain name registered with VeriSign and it is the property POINT LIGHTING CORPORATION.

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- ◆ INTELLECTUAL PROPERTY

All technical drawings, designs, photographs, labels and trade dress are the property of POINT LIGHTING CORPORATION and may not be reproduced or altered or used in any way unless authorized in writing.

- ◆ EXPORT SALES TERMS

Standard domestic sales terms apply to all export orders except as modified below. All quotations and invoices are in US dollars. Payment is to be remitted in US dollars, except for remittances in euros or pounds sterling by prior authorization in writing.

Sales to Canada are normally through commercial lighting representatives and electrical distributors the same as in the USA and are generally treated the same for terms. All Canada quotations and invoices are in US dollars and payments are to be in US dollars.

- ◆ EXPORT FREIGHT TERMS

EXW Ex-Works unless otherwise stated in writing. Freight and insurance charges for all orders will be prepaid and invoiced unless the customer's forwarder collects the goods at our dock.

Freight charges, when quoted, are estimates provided for the convenience of the customer. The customer is responsible for reimbursement to POINT LIGHTING CORPORATION of the full and actual costs of transportation incurred on the customer's behalf.

- ◆ EXPORT PAYMENT TERMS

Payment is cash in advance of shipment via bank transfer or other terms as agreed to by POINT LIGHTING CORPORATION in writing. Partial or full payment at time of order may be required based on custom material, size of order or political risk. No order will be processed before the payment method is accepted by POINT LIGHTING CORPORATION.

After an order is released for manufacture, it will be invoiced as shipped as of the date when complete, packed and ready on our dock. If a customer request, action or failure to provide information results in a shipping hold, we will assess storage fees in accordance with the terms stated on page 1 or assign the products to other open orders. Payment for orders on credit terms will be expected within quoted terms from the date of invoice.

- ◆ BANK TRANSFERS & LETTERS OF CREDIT

Bank transfers of less than \$2,000.00 must include a \$50.00 additional reimbursement for the correspondent bank processing fee that is always assessed to POINT LIGHTING. If the fee is not included, any pending shipment will be delayed, and the fee amount will remain on the customer's account. Bank transfer information will be supplied by POINT LIGHTING CORPORATION at the time of order.

POINT LIGHTING does not accept letters of credit except in special circumstances. Contact POINT LIGHTING CORPORATION for specific terms when applicable.

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