

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: 1.5%-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 stipulated to in writing. Delay in delivery of any installments shall not relieve the Purchaser of its obligation to accept remaining deliveries.

Product, Specifications, Variations, 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. Starfire Lighting, Inc. will not accept responsibility for labor charge-backs in connection with errors in typography, measurements and dimensioning, descriptions, omissions, etc. Orders containing such phrases as "all materials to be supplied as per project plans and specifications", etc. are subject to separate written acceptance by Starfire Lighting, Inc.

Cancelations: 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. All requests are reviewed for approval before processing and are subject to costs for work performed and/or materials purchased. Orders for custom product(s) are not cancelable, unless Starfire Lighting Inc. in its sole discretion agrees to such cancellation and costs for all labor, materials and normal margin are paid for by Purchaser.

Returns Policy: All sales are final. However, in some cases returns may be allowed within 90 days after original shipment date, subject to the following conditions: No products will be accepted for return without prior written approval and unless accompanied by a properly authorized written "Return Goods Authorization", initiated by the appropriate Starfire Lighting, Inc. employee. Return freight must be prepaid. For standard products accepted for return, a credit will be issued at the merchandise price invoiced, from which will be deducted the expense for return transportation (if not prepaid) and minimum restocking charge of 50% of the merchandise invoiced value. Material returned without authorization will be accepted with no credit issued. Products appropriately returned for defects in material and workmanship, or error in shipment will be accepted for full credit without service charge. Special or custom-made products, including those that are modified from standard manufacture, cannot be returned for credit. Orders with an invoice value of less than \$100.00 are not subject to return.

Warranties and Exclusive Remedy: Starfire Lighting Inc. warrants its products (other than lamps and other light sources, ballasts, drivers, packaged power supplies and emergency battery packs), when properly installed and under normal conditions of use, to be free from defects in material and workmanship at time of shipment. All warranty claims must be asserted within one year from the date of shipment of the subject items; thereafter warranty claims will not be honored. Purchaser's sole remedy for a warranty claim or otherwise shall be limited to repair or replacement of the subject product if it is shown to have been defective in material or workmanship at time of shipment and returned to Starfire Lighting, Inc. according to the Return Policy stated herein. Should Purchaser request and Starfire Lighting Inc. in its sole discretion, decide to examine claimed defective products at their location of installation and should claimed defect not be the sole fault of Starfire Lighting Inc, then Purchaser shall be responsible for all Starfire Lighting inc. costs for such examination. Starfire Lighting Inc.'s sole and maximum liability for a defective product shall not exceed the cost of the subject product. **Except for such warranty and exclusive remedy as stated, (and the express warranty of title), we disclaim all other warranties, whether expressed or implied and specifically disclaim the implied warranties of merchantability and fitness for any particular purpose. In no event shall Starfire Lighting, Inc. be liable to Purchaser or any other party in warranty, contract negligence, strict liability or otherwise, for any damages, whether incidental or consequential which are alleged or actually caused by one or more of Starfire Lighting, Inc.'s products, beyond the cost to the Purchaser of subject product or products.** Therefore, the Purchaser's sole and exclusive remedy against Starfire Lighting, Inc. for breach of warranty, breach of contract or in negligence or in strict liability or otherwise shall be limited to repair or replacement of the subject product at our option (excluding installation, removal, damages that may result from those actions and any shipping charges which shall not be Starfire Lighting, Inc.'s liability) or, refund of the purchase price upon return of products to Starfire Lighting. Warranty does not pass to the Purchaser until payment is received in full. In no case does the warranty and exclusive remedy extend to anyone other than the Purchaser. Purchaser is not authorized to extend warranties or remedies on Starfire Lighting, Inc.'s behalf to anyone. Such unauthorized extensions of warranties or remedies by the Purchaser shall remain the Purchaser's responsibility. Purchaser is responsible for determining the suitability of products for use or resale, or for incorporating them into objects or for application which Purchaser designs, assembles, constructs and/or manufactures.

Lamps and other light sources, ballasts, drivers, packaged power supplies and emergency battery packs, and other such similar devices, may be covered by separate manufacturers' warranties. However Starfire Lighting, Inc. does not make any warranties whatsoever as to these items which are sold "AS IS," and Starfire Lighting, Inc. will accept no responsibility or liability whatsoever therefore.

Transformer Noise: Starfire Lighting, Inc. accepts no responsibility for transformer noise when used with dimmers or dimming systems.

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.