

TERMS AND CONDITIONS

Freight Allowance (Single shipment to one location) excluding Hawaii & Alaska	Single Point Emergency and Exits: Synthesis IV IPS/UPS Emergency Lighting Systems LEDP70EM Three Phase Emergency Lighting Systems: Replacement batteries and parts (LTL shipments):	\$1,300.00 (Within the Continental U.S.) F.O.B. Factory F.O.B. Factory F.O.B. Factory
New Customer Accounts	New customers wishing to establish an open trade account	\$1300.00 Initial Purchase Order Amount
Minimum Account Activity	Customer requirements to maintain an open trade account and qualify for special pricing and promotions	\$ 2500.00 Annual Purchases
Minimum Purchase Order	Single Point Emergency and Exits Replacement parts, batteries, etc Net 30 days from invoice date	Orders less than \$50.00 are subject to a \$10.00 small order charge. \$0.00
Payment Terms		

1. Prices

Prices stated herein do not include installation, freight, and handling charges unless these items are specifically listed in the Acknowledgement of Order. If Seller is required to pay or collect any tax, excise duty or levy, an additional charge will be made therefore and paid by Purchaser unless Seller is furnished with the proper exemption certificate. Prices stated herein are F.O.B. Factory (unless otherwise stated), and title and risk of loss to each article sold by Seller to purchases shall pass to Purchaser upon delivery at the F.O.B. point.

2. Payment

Invoices will be processed on day of shipment. Terms of Payment: Net 30 Days from the invoice date. Payment to Seller shall not be contingent on third party payments to Purchaser. Any payment not made when due shall be subject to an interest charge at the rate of 1% per month, or fraction thereof, or the maximum permitted by law, whichever is less. Back charge claims for any purpose will not be made without prior written agreement of Seller. Claims must be made by the tenth (10th) day of the month following.

3. Shipment

All shipments are F.O.B. factory (unless otherwise stated). In such cases when freight is prepaid and allowed, LightGuard will select the type of transportation, the routing and any other related requirements in its sole discretion. Orders for product not exceeding \$50.00 will be assessed a \$10.00 small order charge. Orders for replacement parts, batteries, etc. are not subject to a minimum order value. Claims of shipment shortages shall be waived unless made in writing and delivered to Seller within ten (10) days after receipt of goods by Purchaser. In the event of shortage claims, due payment withheld by Purchaser will not exceed the value of the missing items.

4. Delays

If the Purchaser cannot accept delivery of the equipment, he will arrange for storage. Seller shall not be responsible for any damages or loss for delay or default in delivery due to any cause beyond Seller's reasonable control, nor shall Purchaser cancel or have the right to cancel their Purchase Order because of delays or default in delivery due to such causes.

5. Other Terms and Conditions of Sale

In no event shall Seller's liability under the Acknowledgement of Order exceed the value of the equipment furnished. In no event will Seller be liable or responsible for any consequential, special, incidental or indirect damages.

All obligations of Seller are conditioned upon receipt by Seller of all payments due (including interest charge, if any). During such time as Seller has not received payment of any amount due to Seller in accordance with the Acknowledgement or Order Terms and Conditions under which the equipment is sold, Seller shall have no obligation to the Purchaser and/or user; also, during this time, any payment of the overdue amount. These limitations apply even in the event that the equipment is sold by Seller for resale to an ultimate user.

The obligations of Seller and rights of the Purchaser apply only to the original Purchaser of the equipment and are transferrable only by written authorization from Seller.

In the event that it becomes necessary for Seller to employ an attorney or incur other costs for the collection of the amount due hereunder or the enforcement of its rights hereunder, Purchaser agrees to pay all reasonable costs incurred for such collection plus attorney's fees.

The Acknowledgement of Order and its Terms and Conditions shall supersede all other proposals by Seller and any order or other form from Purchaser and shall constitute the entire agreement between the parties. No modifications of the document, whether by Purchaser in its Purchase Order or otherwise, shall have any effect or be binding upon Seller if in conflict with the prices, terms and conditions or specifications stated or referred to herein unless expressly agreed to in writing by Seller. Failure to object by Purchaser within ten (10) days of the receipt of the Acknowledgement of Order to any of the prices, terms, and conditions or specifications stated or referred to herein, or acceptance by the Purchaser of the delivery of goods described herein, shall constitute a binding and final acceptance by the Purchaser of each and every term and condition stated or referred to herein.

**Non-Defective Return Goods Policy
EFFECTIVE FEBRUARY 5, 2007**

Terms and Conditions

- A. RGA'S will not be generated for products with a total invoice value of less than \$ 200.00, and/or for customers not meeting minimum account activity levels.
- B. Requests to return non-defective products must be presented in writing to the factory, and made within 90 days from date of shipment
- C. Returnable products must be listed in the most recent LightGuard Confidential Distributor Pricing Schedule
- D. Products with options, special wording, or "Made to Order" are not subject to return
- E. All products must be returned in original LightGuard Cartons and in re-saleable condition
- F. No products will be received without a "Return Goods Authorization" issued by LightGuard
- G. All products must be returned within 45 days of the RGA date.
- H. See attached schedule detailing minimum restocking charges to be applied
- I. Returns will not be accepted from customers who have not met annual requirements (\$ 2,500.00 annual sales) to maintain a LightGuard open trade account

	Minimum Restocking Charge	
	Lead Calcium Battery	Nickel Cadmium Battery
Architectural Products		
Brillare	N/A	50%
Unity	N/A	50%
Illusion / Illusion ²	40%	N/A
NightWatch	N/A	40%
NightWatch Bollard	Non-Returnable	Non-Returnable
Commercial Products		
FL1, FL2, FL3, FL4	30%	N/A
L6/L12	40%	N/A
Unison 12-25 Watt	30%	40%
Unison 36-72 Watt	40%	50%
ER6	40%	50%
Vectra Plastic	30%	40%
Vectra Steel	40%	50%
Super Square II	40%	50%
Ceil Pak II	40%	50%
GPREM	40%	N/A
L100/L85	50%	N/A
GLC	40%	N/A
LPM 50-75 Watt	40%	N/A
PS Series	N/A	40%
Commercial Products Outdoor		
UV16	40%	N/A
C30-C1200	N/A	50%
LEF/LER	N/A	40%
Eclipse	Non-Returnable	N/A
Industrial Products		
F100/F85	50%	N/A
B200/B170G	50%	N/A
N100G/N101G	N/A	N/A
T6/T12	50%	N/A
Wet Lok Industrial Series	50%	50%
Luminator	40%	50%
N4X	40%	50%
LN4X	40%	N/A
Hazardous Environments		
Guard Lite Class I Div II	Non-Returnable	Non-Returnable
Guard Lite LED Class I Div II	Non-Returnable	Non-Returnable
ESBS Class I Div II	Non-Returnable	Non-Returnable
ESBS Remotes	Non-Returnable	Non-Returnable
HAZ Class I Div II Fixtures	Non-Returnable	Non-Returnable
DP Series	Non-Returnable	Non-Returnable
EXL	Non-Returnable	Non-Returnable
Emergency Fluorescent Ballasts		
L450-L3000T Linear Fluorescent Support	N/A	30%
FTUPL-LF1000-4P Compact Fluorescent Support	N/A	30%
LTP450-LTP1300	N/A	30%
L700DL-L1400DL	N/A	30%
Lighting Controls		
FLTC, DLTC, LightSTAR	40%	
Exit Signs Indoor		
Unison II	N/A	40%
Unison II Combo	30%	40%
Unison I	N/A	30%
Unison I Combo	30%	40%
Unison Edge-Lit LED Exit	N/A	40%
LAD die cast	N/A	40%
RDX Series Remote	N/A	40%
DX Series	N/A	40%
DX Series Recessed	N/A	40%
Vintage Series Edge Lit Exit	N/A	40%
Vintage Series Special Wording Signage	Non-Returnable	Non-Returnable
E100	N/A	40%
E100 Combo	40%	N/A
E700 Institutional	N/A	50%
Exit Signs Indoor/Outdoor		
Self Luminous	Non-Returnable	Non-Returnable
Wet Lok	N/A	50%
NX	N/A	50%
Remote Lamp Heads And Fixtures		
Remote lamp heads, mounting plates	N/A	30%