



PINNACLE TERMS & CONDITIONS

Agent Commission:

Pinnacle Architectural Lighting's published prices do not include agent commission. Agent commission is paid 100% above published price.

Commission Split:

Sales agent must submit for Specification Credit in writing in order to be eligible for that commission percentage. Unless otherwise authorized, the agent whose territory the project is bidding controls the pricing. Commission splits are as follows:

Specification Credit	- 50% of the available credit
Order Credit	- 40% of the available credit
Territory Credit	- 10% of the available credit

Terms of Payment:

1% 10 prox, Net 25 prox

If the commission is over 10%, the invoice is paid within terms and the customer takes the 1% discount, Pinnacle will absorb the 1% discount on the book price + 10% and the remaining discount will be deducted from commissions. For example, an order is placed for \$10,000.00 with a book of \$8,000.00 and a commission of \$2,000.00. If the distributor pays within terms and takes the 1% discount of \$100.00, Pinnacle will absorb \$80.00 and \$20.00 will be deducted from the sales agent's commission.

The 1% discount should never be taken on any Shipping and Handling charges.

Pricing:

Pinnacle Architectural Lighting must approve all pricing below our published book price as well as the commission. Prices are subject to change without notice. Prices are exclusive of sales or like taxes unless otherwise noted. All prices are for fixtures without lamps unless otherwise noted.

Order Acceptance:

Fixtures are made-to-order and are not a stock item. Pinnacle Architectural Lighting requires the customer to approve the bill of materials. This is to ensure that the fixture(s), circuiting, voltage, lamps, mounting, quantities, etc. are correct. Sign-off supercedes any information previously provided on the blueprint, quote, purchase order, etc.

Order Revisions/Change Orders:

Order revisions must be submitted to Pinnacle Architectural Lighting prior to shipment of the order. Verbal order revisions will not be accepted. A revised order will be placed on hold pending new sign-off, and or a revised purchase order. The ship date may be affected. A fee may be applied if the change requires Pinnacle to absorb the cost of materials ordered but no longer needed for the project at hand.

Cancellations:

Order cancellations will not be accepted on custom fixtures or custom color orders. Order cancellations on standard products must be sent to Pinnacle Architectural Lighting in writing and received prior to shipment of the order. Verbal order cancellations will not be accepted. Cancellation charges will be determined by Pinnacle Architectural Lighting and will be based upon the point of process.

Returns:

Custom or modified products are not returnable. Authorized returns must have prior written authorization by Pinnacle Architectural Lighting. Return requests must be received within 90 days of original shipment date. A minimum restocking charge of 50% will be applied to all returns. Customer is responsible for original and return freight charges. Credit is based on inspection by Pinnacle Architectural Lighting.

Damage Claims:

All products are carefully inspected prior to shipment. All shipments are F.O.B. factory. It is the purchaser's responsibility to carefully inspect all items at the time of delivery and note any damage or shortage on the bill of lading. The purchaser is responsible for filing and managing all freight claims. Concealed damage claims must be reported to the carrier within 15 days from receipt of shipment.

Shipping and Handling Terms:

Shipping and Handling will be prepaid and allowed by Pinnacle Architectural Lighting on all orders totaling \$5000.00 or more (based on published book price) and shipped within the continental United States. The customer should consult with the factory on orders shipping outside the continental United States. The customer is responsible for Shipping and Handling on orders totaling less than \$5000.00. The minimum Shipping and Handling charge is \$50.00. The order will be shipped prepaid freight with the Shipping and Handling charges being added to the invoice. The sales agent will be responsible for Shipping and Handling on orders more than \$5000.00 sell but less than \$5000.00 book, unless otherwise instructed in writing. If the shipment requires special delivery needs requested by the customer, the added cost for those needs will be prepaid by Pinnacle Architectural Lighting and billed directly to the customer. For example, early morning delivery, lift gate truck, specialized pallets, etc. will all incur additional charges that will be prepaid by Pinnacle Architectural Lighting and billed directly to the customer.

Date of Shipment:

Ship dates are approximate and are based on conditions existing at the time of Pinnacle Architectural Lighting's receipt of the customer's purchase order and sign-off. Pinnacle Architectural Lighting will in good faith strive to ship by the estimated date but will not be responsible for any delays.

Changes in Product Design:

Pinnacle Architectural Lighting reserves the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

Warranty:

Pinnacle Architectural Lighting guarantees to the purchaser, that all items will be free of defective materials and workmanship when shipped. This warranty is valid for one year from the date of invoice. This warranty does not include ballasts or lamps or other components not manufactured at Pinnacle Architectural Lighting. Any warranty regarding these components is made by the manufacturer of said components. All claims for these components should be directed to the appropriate manufacturer. Defects in materials or workmanship within the period of guarantee will be repaired or replaced, at our sole option, without charge. We reserve the right to determine the best method of correcting such defects. Labor charges will not be accepted without written authorization of Pinnacle Architectural Lighting. This warranty does not apply to products that have been altered or repaired outside of Pinnacle Architectural Lighting's factory, or which have been subject to neglect, abuse, misuse, incorrect installation or accident.

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