

## TERMS

All Barron Lighting Group products and divisions' products – NET 30 Days, unless otherwise quoted in writing from Barron Lighting Group. A late fee of 2% and Interest of 2% per month plus any Attorney's fees and costs will be assessed on all past due accounts. Any applicable payment discounts shall not apply to other charges such as shipping, taxes or insurance.

## FREIGHT ALLOWANCE

Barron Lighting Group products may be combined on an order to qualify for freight allowance. For shipments outside the contiguous United States, contact factory for applicable terms & conditions. All shipments are F.O.B. our plants, vendors, Distribution Centers or Field Warehouses: All orders for Barron Lighting Group products having a distributor price of \$2,500 or more for one consignee for one shipment qualify for freight allowance (excluding inverters unless otherwise noted). All Barron Lighting Group orders having a distributor price less than \$2,500 will be assessed freight and handling charges. ALL SHIPMENTS – For all orders that qualify for freight allowance, we reserve the right to select the carrier and to route shipments at our discretion. We will ship in the manner selected by the customer provided the customer assumes any additional transportation costs. PARTIAL RELEASES –If an order has multiple releases specified by the Buyer, each release will be treated as individual orders, relative to freight allowance and minimum billing.

## LEAD TIMES

The shipment date is an approximation for the date of shipment. Please consult with our Customer Service Department for delivery information if specific timing is critical. Barron Lighting Group cannot be held responsible for delayed delivery and will not accept any back charge or penalty (including expedited freight) without prior managerial written approval.

## TRANSPORTATION CLAIMS

Our products are tested for mechanical defects prior to shipping. Our packaging is regularly inspected for both apparent and concealed damages sustained by improper handling. Title passes to purchaser upon delivery by us to the carrier, and all claims for damages or shortages in transit shall be made by purchaser with delivering carrier. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from the consignee to Barron Lighting Group. Barron Lighting Group will not honor credit for short shipment or damages that are not reported within five (5) business days of receipt of shipment.

## PACKAGING

The company reserves the right to optimize packaging at our discretion. Some products may only be available in bulk package multiples or case quantities.

## PRICES

Prices are subject to change without notice. In the event of a price increase, all accepted orders on hand will be filled at lower prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Special quoted orders that cannot be released for shipping prior to the price increase may be subject to an increase in price. Orders marked HOLD or HOLD FOR RELEASE will be billed at the prices in effect on the date that shipment is requested. Minimum billing for all products or parts orders is \$100 net. Prices do not include lamps unless so specified. Typographical or clerical errors including but not limited to published price sheets, quotations, orders, or acknowledgment are subject to correction.

## TAXES

Buyer will pay any and all applicable sales tax or use tax, if any, plus any other applicable federal, state, or local taxes. All prices, quotations, orders and agreements are subject to said taxes and will be added to the invoice unless legal proof of exemption is provided.

## RETURN OF GENERAL MERCHANDISE

Merchandise is not returnable without the written approval of Barron Lighting Group. Request for a return must be made in writing within 30 days from the date of shipment. Any material returned without authorization will be returned to the customer, freight collect, and no credit will be issued.

## RETURN OF GENERAL MERCHANDISE (Continued)

Freight shipment to the factory will be prepaid by the customer. All material must be received in a saleable condition and in the original packaging. Products will be inspected upon return to determine whether it will be repaired or replaced as long as it is within the warranty period. Returns will not be issued for discontinued products. All non-stock, special, custom made or outdated and modified versions of normal factory stock items are non-returnable, this includes poles.

## RETURN OF STOCK MERCHANDISE

No merchandise may be returned without prior written authorization. Requests to return merchandise must be made with our agents for transmittal to Barron Lighting within six (6) months from date of shipment by us. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum disposition charge of 35% (to defray our cost of handling). All returned product must be in salable condition in order to qualify for credit.

## LIMITED WARRANTY

Barron Lighting Group warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation, and use, calculated from the date of shipment (excluding fuses and lamps). All items including batteries must be installed within 6 months from the date of shipment and be stored in temperatures between 0-25°C for the battery warranty to be in effect.

Barron Lighting Group shall not be liable for damages that result from deliveries that do not occur within a customer's specified time frame or for any delay or default in delivering products where occasioned by any cause beyond the control of Barron Lighting Group, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes.

On products furnished by Barron Lighting Group, but manufactured by others, Barron Lighting Group passes through any warranty from the manufacturer thereof and makes no separate or additional warranty. Warranty limitations are the same as above.

## BATTERY WARRANTY

Extronix batteries are warranted as illustrated in Product Warranty Chart. The Pro Rata Warranty Period for batteries begins on the date the full warranty ends. A battery determined to be defective during the Pro Rata Warranty Period shall be repaired or replaced at a cost equal to the net price in effect at the time, reduced by the percentage obtained in multiplying 20% by the number of full years remaining in the total warranty period. Such repair or replacement at this adjusted price shall be the purchaser's exclusive remedy. Pro Rata Example: Battery concern develops at the beginning of year four of a five year warranty (One year full, 4 Pro Rata = Five year total warranty period). Net Battery Cost: \$10.00. Each year of the five year warranty is valued at 20%; therefore you would subtract 60% (20% for each of the three years the battery has been in service in this example) from the \$10.00 net cost, or \$6.00. The Pro Rata Warranty would cover \$4.00 or 40% of the remaining battery value.

Should a defect in the unit or batteries occur within the specified full warranty period, Barron will repair or replace equipment without charge at Barron's discretion. Such repair or replacement shall be the purchaser's exclusive remedy. Our liability extends only to the repair or replacement of the defective part, Buyer is responsible for all costs to de-install defective products and re-install replacement or repaired products and Barron Lighting Group will not be liable for labor or other costs related to de-installation or re-installation.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. BARRON LIGHTING GROUP MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND BARRON LIGHTING GROUP EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF BARRON LIGHTING GROUP HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

## LIMITATION OF LIABILITY

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to Barron Lighting Group's products. The total liability of Barron Lighting Group on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Barron Lighting Group's performance or breach of the foregoing limited warranty or from Barron Lighting Group's sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. IN NO EVENT SHALL BARRON LIGHTING GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY.

#### **CANCELLATION CHARGE**

All order cancellation requests must be made in writing and accepted by Barron Lighting Group. Orders for standard product that have not started production can be cancelled without penalty. Orders for custom product that have not started production are subject to fees and charges associated with the procurement, tooling and staging methods utilized in preparation for production. Orders that have entered into the production state may not be cancelled unless we are reimbursed for work already performed. If Barron Lighting Group allows for said cancellation, full reimbursement of any special materials, tooling etc. purchased by our company to satisfy an order will be due in full. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to the customer.

#### **GENERAL**

Barron Lighting Group price sheets are not offers to sell, and possession of a price sheet does not entitle one to purchase. Barron Lighting Group shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Specifications are subject to change without notice. Consult factory for verification. The compliance of our product to individual project specifications and the approval for their use is not warranted by our company.

If purchaser does not pay the purchase price within the time periods set forth above, Barron Lighting Group reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Barron Lighting Group is collected by, or attempted to be collected through an attorney at law, Barron Lighting Group shall be entitled to recover all collection expenses, including attorney's fees.

Any credits administered by the Barron Lighting Group will be in the form of a credit memo. Credit memos must be used within one year from the date of issuance.

#### **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

Buyer agrees that all information furnished by Barron Lighting Group in connection with the sale of items will be confidential. The Buyer agrees not to disclose any such information to any other person, or use such information for any purposes other than performance hereunder. Buyer acknowledges and agrees that the Barron Lighting Group Mark and all copyrights, patents and other Barron Lighting Group intellectual property are owned exclusively by Barron Lighting Group. Buyer will not adopt or attempt to register any trademark, service mark, trade name, company name, internet domain name or other proprietary designation that is identical or confusingly similar to any of Barron Lighting Group Mark. Buyer will not make, use or copy any Barron Lighting Group material that is the same or substantially similar to any Barron Lighting Group copyright or patent. Provided that Buyer is in good standing with Barron Lighting Group and not in breach of this Agreement, and subject to compliance with the Minimum Advertised Pricing and Internet Advertising Policy, the foregoing will not prevent Buyer from: (a) accurately identifying the Barron Lighting Group products as offered for sale to consumers by Buyer provided that all such use of the Barron Lighting Group Mark by Buyer will inure to the benefit of Barron Lighting Group; and (b) using Barron

Lighting Group photographs and descriptions of Barron Lighting Group products solely to promote sales of the Barron Lighting Group products. Any other use of any Barron Lighting Group Mark or Barron Lighting Group copyrighted material is prohibited without Barron Lighting Group's prior written consent. Buyer and Barron Lighting Group are independent contractors. Buyer will not hold itself out as an agent of Barron Lighting Group or otherwise misstate or misrepresent its relationship to Barron Lighting Group.

#### **GOVERNING LAW**

These Terms & Conditions and Agreement shall be governed by the laws of the State of Arizona. Buyer consents to the personal jurisdiction and venue of the courts of the State of Arizona. Any legal or equitable claim of any nature arising hereunder will be filed and maintained in the state or federal courts in the State of Arizona and Buyer agrees that such courts are a convenient forum for adjudication. In the event that suit is necessary to recover amounts owed Barron Lighting Group, Buyer shall be liable for reasonable attorney's fees, interest and costs of collection. No agreement or understanding varying the terms and conditions hereof shall be binding upon either party hereto unless in writing attached hereto and signed by duly authorized representatives of both parties. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

#### **ACCEPTANCE**

Acceptance of orders can be made only at our plants, Distribution Centers or Field Warehouses for warehouse orders on the basis of these terms and conditions of sale. Barron Lighting Group will not accept orders that require customer furnished components.

#### **ENTIRE AGREEMENT**

Except as expressly agreed in writing signed by Barron Lighting Group, the terms and conditions stated above shall constitute the entire sales agreement between Barron Lighting Group and the purchaser. Any contrary or additional terms or conditions submitted by the purchaser (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in purchaser's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgment of and in agreement with these Terms and Conditions.

Barron Lighting Group reserves the right to change these Terms and Conditions of Sale without notice.



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