

E-Lite Terms and Conditions of Sale

1. Payment Terms.

Net amount of invoice is due based on terms listed in confirmed sales order. If credit is extended payment is required in full within thirty (30) days of date of invoice, with a one percent (1%) discount for payments made within ten (10) days of the invoice date. Interest at the highest rate allowed by law or eighteen percent (18%) per annum, whichever is less, shall be charged on any invoice that is more than thirty (30) days past due. All payments shall be in United States Dollars unless otherwise specified by E-Lite in writing.

2. Shipment.

All prices are F.O.B. our factory located in Trumbull, Connecticut. Method and route of shipment are at our discretion, unless the Buyer supplies explicit instructions. All shipments are insured at the Buyer's expense and made at the Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.

3. Taxes.

We will charge Connecticut state sales tax on any shipment made to a location within the State of Connecticut unless a resale exemption certificate has been delivered by Buyer and is on file at our corporate headquarters in Trumbull, Connecticut.

4. Quotations and Prices.

Prices are subject to change without notice and orders calling for future delivery will be billed according to the price in effect at the time of delivery. Written quotations automatically expire thirty (30) calendar days from the date issued and are subject to termination by notice within that period.

5. Liability.

We shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment of our usual sources of supply, governmental decrees or orders, or, without limiting the foregoing, from any other cause beyond our control. We will have the additional right, in the event of the occurrence of any of the above contingencies, at its option, to cancel this order or any part thereof without any resulting liability.

6. Limitation of Liability.

Our obligation and liability with respect to any products or parts which are found defective in material or workmanship within the warranty periods stated below shall be limited to replacement or repair F.O.B. our factory in Trumbull, Connecticut, or, if in our judgment such products or parts cannot be replaced or repaired within a reasonable time, to refund of the invoice price of such products or parts. In no event shall we be liable for consequential, incidental, punitive or special damages, even if advised of the possibility of same, or for transportation, installation, adjustment, or other expenses which may arise in connection with such products or parts.

7. Cancellation.

An order once placed with and accepted by us can be cancelled only with our consent and upon terms that will indemnify us against loss.

8. Returned Material.

Credit for claims of defective materials or product shall be granted only in accordance with our written Return Material Authorization Policy as in effect from time to time, the terms and conditions of which are hereby incorporated by reference into these Terms and Conditions. We may modify or amend our Return Authorization Policy at any time with or without notice to Buyer. Material built to order is not subject to return for credit under any circumstances. Goods must be securely packed to reach us without damage. An E-Lite Return Material Authorization (RMA) Number must be issued prior to the return of the goods and must be referenced in the shipping documents that accompany the goods. RMA's will be sent, freight paid, to E-Lite Technologies with the RMA shown on the shipping container. E-Lite will pay the return freight.

9. Patents.

The Buyer shall indemnify us and hold us harmless from and against any expense or loss resulting from infringement of patents, trademarks or other intellectual property rights arising from any product or material built to Buyer's order or our compliance with the Buyer's designs or specifications.

10. Warranties.

(a) Each FLATLITE® lamp shall be free of defects in manufacture for a period of one hundred and twenty (120) days from the date of shipment. WE EXPRESSLY DISCLAIM ANY WARRANTY OR GUARANTEE AS TO THE LIFE OF ANY FLATLITE® LAMP.

(b) Each power supply and inverter delivered to Buyer shall be free of defects in manufacture for a period of ninety (90) days for labor, and one (1) year for parts, when installed and operated in accordance with our documentation therefor.

(c) Each product shall be warranted in accordance with our standard printed warranty included in the documentation for such product, as the same may be amended or modified from time to time. In the event of any conflict or inconsistency between these Terms and Conditions and the terms of such printed warranty, the terms of such printed warranty shall govern and be deemed controlling.

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE), OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY US, AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY THE PRESIDENT OR A VICE PRESIDENT OF OUR CORPORATION.

11. Government Contracts.

If a government contract number is shown on this Sales Order/Invoice, clauses contained in the ASPR, and which the government makes mandatory for a contractor under a government contract to include in its subcontracts thereunder, will apply to this order.



12. Seller's Right of Possession.

Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default or defaults, to withhold shipments, in whole or in part, and to recall goods in transit, retake same, and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all the merchandise so recalled, retaken, or repossessed shall become Seller's absolute property, provided that buyer is given full credit therefor. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller because of any default of Buyer under the Uniform Commercial Code as in force and effect in the State of Connecticut on the date of the signing of this agreement.

13. Controlling Provisions.

These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally. This is not a firm offer.

14. Purchase Order.

If this quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to the foregoing.

15. Arbitration.

Any controversy or claim arising out of or relating to this order or the performance or breach thereof shall be settled by arbitration in the City of Bridgeport, Connecticut, in accordance with the rules and procedure then obtaining of the American Arbitration Association for commercial arbitration and the judgment rendered pursuant to such arbitration shall be binding upon the parties and the damages found by the arbitrator, compensation, costs and expenses (including reasonable attorneys' fees) for such arbitration shall be allocated as part of the judgment of the arbitration.

16. Restocking Fee.

Any material returned to E-Lite that is free of defects and can be returned to inventory will be subject to a 15% restocking charge. Restocking fees will be charged to those returns or changes that are outside the control of E-Lite Technologies. Material returned that has been damaged will be subject to the face value of the material when purchased. Under no circumstances will material configured for special orders be accepted for restocking.

