

TERMS AND CONDITIONS OF SALES

Terms and Conditions of Sales: This document constitutes an offer by VISA LIGHTING, a division of Oldenburg Group, Incorporated ("Seller") to provide the products described herein (the "Products") to the buyer to which this offer is addressed ("Buyer"). If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained in this offer. Seller's agreement to provide the Products is expressly conditioned on the Buyer's assent to all of the terms and conditions set forth herein, notwithstanding any language in Buyer's purchase order, if one exists, or other writing or oral representation. This document constitutes the final expression of the terms between Seller and Buyer regarding the Products and is a complete and exclusive statement of those terms. Any terms, conditions, negotiations or understandings which are not contained in this document shall have no force or effect unless made in writing and signed by Seller and Buyer. Seller's representatives are without authority to change, modify or alter the terms of this document.

Acceptance: Buyer shall be deemed to have made an unqualified acceptance of this offer and the terms and conditions herein on the earliest of the following to occur: (a) Buyer's payment of any amounts due to Seller for the Products; (b) Seller's delivery of the Products; (c) failure by Buyer to notify Seller to the contrary within ten days of receipt of this document or (d) any other event constituting acceptance under applicable law.

Governing Law and Forum: This contract shall be governed by and construed according to the internal laws of the State of Wisconsin. Neither this contract nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. It is the express wish of the parties that this contract and any related documents be drafted in English. Il est la volonté expresse de parties que cette convention et tous les documents s'y rattachent soient rédigés en anglais. Any disputes, claims or controversies arising under or relating to this contract shall be determined by binding arbitration and shall be administered by the American Arbitration Association ("AAA") in accordance with AAA rules and procedures. The arbitration shall be conducted by a single, neutral arbitrator selected by mutual agreement of the parties or, if the parties cannot reach an agreement, by the AAA under its selection procedures. The arbitration shall take place in Milwaukee, Wisconsin. Judgment on any arbitration award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Payment Terms: Payment terms, for credit approved by Seller, are NET 30 days from the date of invoice. A late payment charge of 1-1/2% per month may be added to outstanding balances after 30 days from date of invoice. Buyer will be responsible for payment of all expenses, including attorney's fees, incurred by Seller in the collection of any invoices not paid by due date.

Prices: All orders are subject to prices and terms of sale in effect on the date of shipment and are subject to change without notice. All price quotations expire one year from the date of quotation, unless otherwise specified. All "Hold for Release" orders expire 180 days from the date of the original hold status, unless otherwise specified. Prices do not include duties, federal, state or local taxes of any nature. All prices are for products - less lamps unless otherwise stated in Seller's catalog.

Transportation Terms: Freight will be prepaid and allowed to any shipping destination within the continental United States or Canada for orders over \$3,000. See chart below for freight charges on orders \$3,000 and less. This freight policy applies only to shipments where Seller selects the method of transportation and the routing of the shipment. Requests for premium freight service (such as air freight and lift gates) must be authorized and approved by us in writing prior to shipment. Buyer will bear all related charges for premium freight service including normal prepaid freight costs. Lift gate service is available with a separate line on the Buyer's PO with a \$100 fee. Seller, unless specifically stated otherwise, may await completion of the entire order before shipment, or may make partial shipments at its sole discretion. Partial shipments at Buyer's sole discretion may incur a freight charge even if the total order is over \$3,000.

Less than \$1,000	\$50 Freight	\$2,001 - \$3,000	\$200 Freight
\$1,001 - \$2,000	\$100 Freight	Parts	\$15 Freight

Shipping Dates: Acknowledged shipping dates are an approximation of the ship date and shall not be deemed a guaranteed date. Seller shall not be responsible for any damages, penalties or labor chargebacks resulting from delayed shipments or from its inability to ship by the acknowledged shipping date. Time for delivery shall not be of the essence.

Force Majeure: Seller shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply or any other cause beyond Seller's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Seller may, at its option and without liability, prorate its deliveries, cancel all or any portion of the contract and/or extend any date upon which performance is due hereunder.

Cancellation/Change Orders: All cancellations on any released order must be made in writing and subject to approval by Seller. No Express Shipments (XPS) or variation product may be cancelled after release of order. Cancelled standard product released orders will be subject to a cancellation charge for any costs incurred including product engineering, submittal drawings, administrative expenses, work performed or materials ordered. Any released order placed on hold for more than seven (7) days may also be subject to cancellation charges. All changes to the quantity or specification of fixtures on any released order must be requested in writing and are subject to approval by Seller. Such changes may be subject to applicable change order fees.

Catalog and Price Sheets: Seller's catalog, price sheets and other publications are maintained as sources of general information and are not quotations or offers to sell. Seller has the right to correct, delete, or change information at any time without notification.

Product Specification Changes: All product specifications either contained in Seller's catalog, Website, promotional literature, or variation product drawings are subject to change without notice to Buyer and without creating liability to Seller.

Product Adaptability: All fixtures will be furnished to the standard specifications as indicated in the catalog unless Seller is notified in writing by Buyer of exceptions required. Any cost incurred to change material that required special modification to meet job site adaptability must be borne by the Buyer.

Variation Product: All variation product orders require an approved drawing by the specifier and/or project owner. Product lead time begins after receipt of approved drawings and order once deemed to be acceptable for manufacture by Seller. Variation product may require up to a 50% non-refundable prepayment prior to release.

Return of Goods: No material may be returned without written authorization from the factory. Only standard product, in new and resalable condition, will be considered for return authorization. Returned goods are subject to a restocking charge. Final credit will be determined after receipt, inspection, and acceptance of returned goods at the factory. No credit will be issued for damaged goods, or for unauthorized returns. No material will be accepted for credit more than 90 days from the invoice date. The Buyer must pay all return shipping charges. Express Shipments (XPS), variation products or other non-standard products are not returnable.

Risk of Loss: All sales, except Canadian sales, are F.O.B. Seller's factory, Milwaukee, Wisconsin. The risk of loss shall pass to the Buyer upon delivery by Seller to the carrier at Seller's plant in Milwaukee, Wisconsin. All claims for damage or loss in transit must be made by Buyer directly to common carriers. Damage in transit or disputes with carriers regarding damaged product does not relieve Buyer's obligation to timely pay the full amount of Seller's invoice. For Canadian sales, title and all risk of loss, damage or delay shall pass from Seller to Buyer upon Seller's delivery of the Products to Buyer's "ship to" destination. Seller shall prepay brokerage fees, duties and taxes, but Seller shall invoice Buyer for GST taxes and duties.

Limited Warranty: Seller warrants to the Buyer or any end user (for purposes of this and the following three sections "Buyers") that its Products will be free from material defects in workmanship and materials under normal use and service for a period of five years from the date of Seller's original invoice (the "Warranty Period"). There is NO WARRANTY in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Seller's instructions or improper installation, lamping, modifications, storage or maintenance. Upon Buyers request for factory-applied "prime coat" finish only, the above warranty is void with respect to the finish. The DCC option on fixtures with metal finishes in damp locations is required to maintain the warranty with respect to the finish. This warranty does not cover parts furnished but not produced or manufactured by Seller, and Seller's sole obligation with respect to such parts shall be limited to assigning to Buyers any written warranty extended to Seller by the manufacturer of such parts to the extent such warranty may reasonably be assigned. However, Seller does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer.

Remedy: Seller's sole and exclusive obligation under this warranty (and Buyers' sole and exclusive remedy) shall be, upon prompt written notice by Buyers during the warranty period of any breach, to either, at Seller's option, repair or replace without charge, F.O.B. Seller's facility, any defective Product or part thereof expressly warranted herein by Seller against defects and found by Seller in its sole discretion to be defective and covered by this warranty. **SELLER SHALL NOT BE LIABLE TO BUYERS, OR TO ANYONE CLAIMING UNDER BUYERS, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE.** This warranty covers only replacement or repair of defective Products or parts thereof at Seller's main facility and does not include the cost of field service travel and living expenses, labor, inspection, removal or installation of new Products or parts or normal maintenance. Seller will not reimburse Buyers for any expenses incurred by Buyers in repairing, correcting or replacing any defective Products, except for those incurred with Seller's prior written permission.

LIMITATION ON DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS CONTRACT SHALL BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

DISCLAIMER OF OTHER WARRANTIES: SELLER AND BUYERS AGREE THAT THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. Prior to using or permitting use of the Products, Buyers shall determine the suitability of the Products for the intended use and Buyers shall assume all risk and liability whatsoever in connection therewith. Buyers agree that Seller has no post-sale duty to warn Buyers or any other party about any matter.

Shipment Damage: Seller assumes no responsibility for damaged freight to any destination, other than Canada. Buyer shall inspect each carton for evidence of damage before accepting shipment. If damage is concealed, Buyer shall immediately cease unpacking and notify the carrier representative. For shipments to Canada, Buyer shall immediately notify Seller of any shipment damage.

Other Claims: All claims against Seller other than valid warranty claims, including claims for shortages and errors, must be directed in writing to Seller within ten (10) days of Seller's delivery. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

Severability and Waiver: The invalidity of any provision or clause of this contract shall not affect the validity of any other provision or clause hereof. Seller has the right to correct clerical or similar errors relating to price or any other term shown in this contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this contract shall not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

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