



Smedmarks Inc. Terms and Conditions of Sale

TERMS

Standard terms are Net 30 from day of shipment. Certain orders, at our sole discretion, may require 50% or 100% payment in advance, with balance due either Net 30 or before shipping, at our sole discretion.

FREIGHT ALLOWANCE

All shipments are Ex Works Neenah, WI 54956 USA. Exceptions are granted, at our sole discretion, on a case-by-case basis, and must be in writing by a designated Smedmarks Inc. employee. Our standard carrier for palletized shipments is Con-way Transportation. Packages are shipped either FedEx Ground or UPS Ground. Customers may designate a carrier if they wish to.

For orders that are granted freight allowance, we reserve the right to choose the carrier and to route shipments at our sole discretion. The customer may choose the carrier but must then assume any additional transportation costs.

TRANSPORTATION CLAIMS

100% of our Luminaires are tested for defects prior to shipping. Our packaging is regularly inspected by transportation authorities who assume responsibility 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 the delivering carrier.

PACKAGING

Smedmarks Inc. reserves the right to optimize packaging at our discretion.

PRICES

All quotes are valid for thirty (30) days. Prices are subject to change without notice. In the event of a price increase, all accepted orders on hand will be filled at the lower prices, provided such orders are released for shipping within the thirty (30) day quote period. If the order is not released for shipping within the thirty (30) day quote period, the order will be billed at prices in effect at the time of shipment. Special quoted orders that cannot be released prior to the price increase may be subject to a price increase. There is no minimum billing. Prices always include lamps.

RETURN OF MERCHANDISE

No merchandise may be returned without prior written authorization and a Returned Goods Authorization Number from Smedmarks Inc. Requests to return merchandise must be made within one (1) month from date of shipment by us. All returns must be shipped prepaid to the location designated on the written Returned Goods Authorization. Credit will be

issued based on the original invoice price. A 33% Restocking Charge will apply (to defray our cost of handling) on all goods other than cases of manufacturer's defect or other warranty situation (repair, replace or refund at the sole discretion of Smedmarks Inc.). All returned product must be in salable condition in order to qualify for credit.

No return is allowed on all special, custom made, or modified products, unless defective, in which case Smedmarks Inc. reserves the right to repair, replace or refund at our sole discretion.

SERVICE AREA LIMITATION

Smedmarks Inc. reserves the right to refuse to make quotations, accept orders, or make shipments to points of destination outside the regular or assigned selling service area of the distributor.

LIMITED WARRANTY

Smedmarks Inc. warrants to the original purchaser, its delivered products shall be free from defects in material and workmanship, for a period of one (1) year from the date of shipment. This warranty applies only to the repair or replacement of the product and only when the product is properly stored, handled, installed, and maintained according to ordinary professional industry practices, applicable local, state and national codes, and any written instructions supplied with the product. This warranty excludes field labor or service charges related to the repair or replacement of the product. This warrant excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism, civil disturbances, acts of war, terrorism, or other similar causes. Purchaser must notify Smedmarks Inc. within thirty (30) days of noticing the defect. Smedmarks Inc. reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaims all warranties not stated in this limited warranty. Any physical modifications of the product, not specifically authorized in writing by Smedmarks Inc., will void all warranty or obligation from Smedmarks Inc.

Fluorescent Ballast, LED Driver, and Lamp Guarantee – Our standard ballasts and drivers are those of recognized, reputable, and responsible manufacturers, and are amongst the highest quality and performance available. Our lamps are exclusively those of Osram Sylvania Products, Inc. Orders calling for specified brand name or type ballast will be handled on a quotation basis only. Claims for defective ballasts, drivers and lamps found to be within the warranty of these manufacturers should be made directly to these manufacturers either through their local service center or their field representative in order to expedite replacement. Smedmarks Inc. is not responsible for any costs or expenses, including without limitation any labor charges for replacement of defective ballasts, drivers or lamps. Any such costs would be the responsibility of and must be authorized by the ballast, driver or lamp manufacturer. (CONTINUED NEXT PAGE)



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(CONTINUED FROM PREVIOUS PAGE (Page1))

Copies of each manufacturer's standard warranty/replacement program are available upon request from Smedmarks Inc, or can be accessed via each manufacturer's web site or by contacting them directly.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. SMEDMARKS INC. MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND SMEDMARKS INC. 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 SMEDMARKS INC. 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 Smedmarks Inc. products. The total liability of Smedmarks Inc. 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, Smedmarks Inc.'s performance or breach of the foregoing limited warranty or from Smedmarks Inc.'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 SMEDMARKS INC. 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, OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY).

CANCELLATION CHARGE

Orders may not be cancelled unless we are reimbursed for work already performed and for special material already purchased by our company. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery, and disposition and return costs will be charged to the customer.

GENERAL

Smedmarks Inc. price sheets are not offers to sell, and possession of a price sheet does not entitle one to purchase. Smedmarks Inc. shall not be bound to sell any products unless it shall (at 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 of their use is not warranted by Smedmarks Inc. If purchaser does not pay the purchase price within the time periods set forth above, Smedmarks Inc. reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Smedmarks Inc. is collected by, or is attempted to be collected through and attorney at law, Smedmarks Inc. shall be entitled to recover all collection expenses, including attorney's fees.

ACCEPTANCE OF ORDERS

Acceptance of orders can be made only at our plants or offices on the basis of these terms and conditions of sale. Smedmarks Inc. will not accept orders that require customer-furnished components.

ENTIRE AGREEMENT

Except as expressly agreed in writing signed by Smedmarks Inc., the terms and conditions stated above shall constitute the entire sales agreement between Smedmarks Inc. 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 acknowledgement of, and agreement with, these Terms and Conditions.

Smedmarks Inc. reserves the right to change these Terms and Conditions of Sale at any time and without notice.



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