

TERMS OF SALE

SHIPMENT AND DELIVERY: Incon Industries Inc. will allow full freight on all orders over \$1,500.00 for single shipment to single location within the Continental United States. **NO FREIGHT ALLOWANCES** on Plastic Globes, Aluminum Poles and Replacement Lamps and Lens.

Freight on allowed items may be deducted from the invoice when payment is **received by the due date**.

Unauthorized deductions will be charged back less any freight discounts that Incon Industries Inc. may have received by the carrier. All delivery dates are estimated, and are subject to change due to circumstances beyond our control. Incon Lighting will not accept liquidation charges, back charges or penalties due to shipment delays.

TERMS OF PAYMENT: Terms are net 30 days from shipment date. Upon maturity of invoices, a 1.5% per month additional charge will be due Any account submitted for collection is subject to reasonable attorney fees and costs. No orders will be shipped when overdue invoices exist.

PRICES: Prices are subject to change without notice. Merchandise billed at prevailing price at time of shipment. Quotes are firm for a period of 30 days unless otherwise specified.

MINIMUM ORDER: Incon Industries Inc. does not have a minimum order.

DAMAGE POLICY: All shipments are packed with great care. ANY DAMAGE or SHORTAGE must be reported to Incon Industries Inc. within 24 HOURS of RECEIPT of SHIPMENT. If damage should occur in transit please DO NOT refuse shipment, as this will cause delays and unnecessary freight expenses. Please mark the freight bill with the damage or shortage and then FILE A CLAIM WITH THE CARRIER Should the need arise, Incon Industries Inc. will gladly assist you in processing the claim.

RETURNS: Authorization must be obtained from Incon Industries Inc. prior to returning merchandise. Merchandise must be returned, freight prepaid, and in original cartons. RGA are valid for 30 days.

Freight claims will not be filed on returns. On all returns, a minimum 35% restocking charge will apply if the product is not covered by the warranty below. Special finishes or custom orders may not be returned.

RGA's will not be issued for merchandise older than 6 months from date of invoice.

Merchandise returned used, damaged, or modified will not be credited. All credit issued is merchandise credit only. Refunds will not be issued. Merchandise returned without an RGA will be refused.

LIMITED WARRANTY: Incon Industries Inc. warrants that for a period of one year after the date of shipment of products [90 days for Lamps], that the products shall be free of defects in materials and workmanship, and if the [Distributor/Customer] reports such defect to Incon Industries Inc. within the warranty period, Incon Industries Inc. will, at its option, repair or replace the defective products, excluding any and all labor, F.O.B. factory, freight prepaid by [Distributor/Customer] The foregoing warranty shall not extend to products which have been (i) altered, modified or repaired in any way, except by Incon Industries Inc. (ii) subjected to unusual physical or electrical stress, misuse, abuse, negligence or accident (iii) improperly installed or (iv) installed in applications other than those for which the products are designed and expressly approved by Incon Industries Inc.. It shall be the sole responsibility of the [Distributor/Customer] to determine whether any intended applications for the products have been approved by Incon Industries Inc. prior to shipment of the products by Incon Industries Inc.. The foregoing is the sole and exclusive remedy against Incon Industries Inc. for breach of warranty and any third-party purchaser or user of the products shall be bound by all obligations, limitations and restrictions placed upon the [Distributor/Customer] herein.

Disclaimer: EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, INCON INDUSTRIES INC. MAKES NO WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, AS TO ANY OTHER MATTER WHATSOEVER, IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THE THIRD-PARTY RIGHT ARE HEREBY DISCLAIMED.

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