

## TERMS & CONDITIONS OF SALE

### General Terms

All sales by Insight Lighting are made subject to the following terms and conditions. Insight Lighting objects to any additional or different terms contained in any purchase order or communication previously or hereafter provided by the Purchaser to Insight Lighting. No additional or different terms will be of any force or effect beyond those listed in the following.

### Change Orders and Cancellations

All Insight lighting products are made to order. Once an order is placed and you have received documentation that we have received your order, there is a 48 hour grace period to change or cancel the order without penalty. Once the order has been released into production, the order is non-cancellable and is subject to a 100% restocking charge. If the order has been entered as an HFR order without a commitment from Insight to pre-purchase material for specific delivery performance, it may be canceled without penalty. If there is a change to the order once it has been released, there needs to be written communication to confirm what is needed. It will then be determined if the change can be accommodated and what the charge for that change will be. Once an order has been shipped, fixtures cannot be returned to Insight Lighting without preapproval and an authorized RGA number.

### Payment

Qualification and amount of customer credit are at the sole discretion of Insight Lighting. Payment terms to qualified customers are Net 30 days. All prices include a cash discount. Add back a non-refundable 3% cash discount if paying with a credit card. We accept Visa, MasterCard, and American Express as payment for invoices that are paid within 30 days of the invoice date. A service charge of 1.5% per month will be added to all accounts past due. Past Due accounts are subject to shipping and credit holds.

### Freight Allowance – (See Exception Below for SmartEdge Products)

Individual shipments of \$10,000.00 or more will be shipped, by the most economical ground transportation, F.O.B. point of origin, prepaid and allowed, within the continental United States exclusive of Alaska and Hawaii, unless otherwise designated on a quotation. Individual shipments of less than \$10,000.00 are F.O.B. point of origin and will be shipped freight prepaid and charge, within the continental United States exclusive of Alaska and Hawaii, unless otherwise designated on a quotation.

### Freight Allowance – EXCEPTION

ALL SMARTEDGE PRODUCTS (SMARTFIT, PARALED, PARASIGN, LIGHTBAND) - REQUIRE SPECIAL HANDLING, PACKAGING, AND ARE NOT FREIGHT ALLOWED. THESE PRODUCTS ARE PREPAY AND CHARGE.

### Damaged Shipments

All products are carefully inspected prior to shipment. Title, risk of loss or damage in transit shall pass to the Purchaser upon delivery of goods to the carrier at Insight Lighting's premise (F.O.B. point of origin). It is the Purchaser's responsibility to carefully inspect all items at the time of delivery and note any damage or shortage on the delivery receipt. Obvious or subsequently discovered concealed damage must be reported promptly and in writing, to the carrier. It is the Purchaser's responsibility to initiate and manage any freight claims. Insight Lighting will attempt to assist in the resolution of such claim.

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