

It is agreed that unless the total order herein contained is released for shipment within 180 days of the date hereof the vendor, Visioneering Corp. may, at its discretion, increase the price set forth herein, said increase to be based on increased costs of labour and/or material on the release date.

No shipment will be made unless all accounts due Visioneering Corp. are current.

It is also agreed that this order is subject to the terms and conditions as listed below and that Visioneering Corp. shall not be bound by any other terms or conditions contained in purchaser's purchase order or otherwise.

All merchandise remains the property of Visioneering Corp. until paid in full.

Il est compris que cette commande sera livrée dans 180 jours après que la date ci dessus. Si la commande n'est pas livrée après 180 jours, Visioneering Corp. peut à sa discrétion, augmenter les prix ci dessous quand la commande est livrée. L'augmentation des prix sera calculer par l'augmentation des coûts dans les matériels ou dans les coûts pour la travaille.

Aucune commande sera livrer si les acomptes ne sommes pas à date.

Il est aussi compris que cette commande est assujettie aux conditions indiquez au-dessous et que Visioneering Corp. ne va pas être responsable pour des autres conditions s'ils sont indiquez dans les conditions de l'acheteur ou pas.

Toute marchandise vendue appartient à Visioneering Corp. tant que la marchandise ne soit payer au complet.

CONDITIONS OF SALE

Effective: JAN/2006 (Replaces: JULY/2000)

CONDITIONS

- A) All orders are subject to terms and conditions contained herein.
- B) Visioneering Corp. shall not be bound by any terms or conditions, whether contained in purchase's purchase order or otherwise, unless stated in these Conditions of Sale.
- C) All orders are subject to acceptance by Visioneering Corp. and are not binding upon Visioneering Corp. until so accepted.
- D) All prices, models and material specifications subject to change or withdrawal without notice.
- E) All orders and/or releases must be received on customer's order form and must include all details order is subject to by customers request.
- F) Visioneering Corp will not be responsible for adherence to plans and specifications unless they accompany the order and are subjected as such.
- G) Submittal cuts for approval on standard catalogue items as well as drawings of custom and/or modified versions of standard units, will not be released until signed approval of submittal or written waiver of approval has been received by Visioneering Corp.
- H) Visioneering Corp. does not accept responsibility for any penalty clauses or back charges on project contracts.
- I) Orders received without a specific shipping date will not be processed for production unless a definite date is given, unless the requirement is for delivery as soon as possible.
- J) No shipments will be made unless all accounts due Visioneering Corp are current.

PRICES

- A) Prices exclude all taxes.
- B) Prices do not include shipping costs and are based on standard packaging.
- C) Lamps are included in the price for standard HID products but are not included in the price for fluorescent products unless otherwise listed.
- D) Prices are based on the use of 120 volt, 60 cycle ballasts unless otherwise listed.

PRICE CHANGES

- A) PRICE LISTS Prices are subject to change without prior notice. In the event of price increases, **equipment on order but unshipped, will be invoiced at the price in effect on date of shipment.**
- B) QUOTATIONS Prices on product not released within 180 days of date of order may at Visioneering Corp's discretion, be increased, said increase to be based upon increased costs of labour and/or material on the release date.

TERMS

- A) Net 30 days (**Prompt payment terms are negotiable**). Minimum orders are payable in advance. Interest at 2% per month (24% per annum) will be charged on overdue accounts.
- B) Invoice errors must be reported within 30 days from date of invoice.

DELIVERY

- A) All shipments are FOB our warehouse in Toronto, Ontario. Carrier charges are collect, prepaid and charged or as showing the customer as shipper. Method and routing of shipment are our option unless routing instructions are given with the order.
- B) Orders will be shipped "Freight Allowed" provided the following: Fluorescent orders are over \$3,500, HID orders are over \$2,000 and combined orders are over and all orders over \$5,000 to regions outside of Ontario or Quebec. Destinations must be major centres within Canada excluding any in Victoria Island, North West Territories, Yukon, Nunavut or Newfoundland. Other destinations are subject to a minimum 5% surcharge depending on its location.
- C) Shipping dates, noted on order acknowledgement, are approximate and based on present production schedules, which are subject to change.
- D) Drop shipments to locations without suitable unloading facilities and/or personnel are subject to a minimum \$50.00 surcharge.
- E) Orders delivered as scheduled but not accepted and returned shall be considered cancelled and subject to a minimum 35% handling charge.
- F) Delivery is to be in a single shipment unless otherwise agreed to.

MINIMUM ORDERS

- A) To cover handling costs, orders or releases of less than \$500.00 invoice value will be subject to a \$50.00 handling charge. Orders less than the minimum will be accepted provided that they are paid for in advance.

CANCELLATIONS AND RETURNS

- A) Orders cannot be cancelled without written authorization and then only upon terms, which will compensate us against loss. Orders, which are placed and cancelled within 24 hours, shall be subject to a \$50.00 cancellation charge. Orders that are either over 24 hours old, scheduled, in process or ready for shipment shall be subject to a 35% cancellation charge. Custom made or modified versions of standard catalogue units are not subject to cancellation.
- B) Custom and/or modified versions of standard units, special finishes, or discounted equipment are not returnable.
- C) No merchandise shall be returned for credit unless written authorization is received from Visioneering Corp. Requests for return must be made within 60 days from the date of shipment.
- D) If return is accepted, a numbered Return Goods Authorization (R.G.A.) will be issued. All cartons being returned must bear this R.G.A. number.
- E) Return goods authorization will be void if return is not received 45 days after date of issuance. Returns must be made via prepaid freight.
- F) Returns are subject to a \$100.00 or 35% minimum restocking charge, whichever is greater, as well as any necessary reconditioning costs.

DELAYS

- A) Delays in shipment, requested by customer shall be subject to a charge of 1.0% per month, however, Visioneering Corp has the right to set a time limit on the allowable extended delivery date.

CLAIMS

- A) Shipments must be checked upon arrival for shortages or damages in transit.
- B) Visioneering Corp's responsibility ceases upon acceptance of merchandise by the carrier. Visioneering Corp accepts no responsibility for transit claims. All claims for losses or damages in transit; at once, must be filed by the customer with the carrier.
- C) Report of shipping errors or concealed shortages must be made within 10 days after receipt of merchandise.
- D) Claims for defects in material, or workmanship or for short shipping of enclosed parts should be entered directly with Visioneering Corp.

QUOTATIONS

- A) Confirmed quotations are valid for a period of 30 days from the quotation date.
- B) Please refer to Visioneering Corp's Quotation Policy.

APPROVALS

- A) All component parts used in our luminaries are C.S.A. approved. Complete units carry C.S.A. inspection labels. In special cases Ontario Power Generation approval will be obtained.
- B) U.L. approval is available on most luminaries. Please consult factory.

DIMENSIONS

- A) As a result of changes and improvements being made to our products, the actual dimensions and specifications of the equipment may vary from those shown. Consult factory for verification.

CROSS REFERENCES

- A) Cross references of catalogue numbers are provided for information purposes only. Visioneering Corp does not guarantee the accuracy of same!

LIMITED WARRANTY

- A) **DISCLAIMER** Except as contained in these Conditions of Sale, **there are no implied warranties of merchantability or fitness for a particular purpose.**
- B) Visioneering Corp's equipment and components, when properly installed on correct line voltage, and under normal conditions of use, are guaranteed against mechanical and electrical defects for a period of one year from date of shipment. Damage incurred in transit or from handling is excluded from the terms of this guarantee. When customary or minor assembly or corrective expenses are involved, it is the Contractor's obligation to make corrections or adjustments at its cost and expense. Visioneering Corp uses only electrical components, which are produced by responsible manufacturers. Components that may fail in service within the period of one year from date of shipment, under normal use, will be replaced FOB our factory. Visioneering Corp will not assume labour or transportation charges in connection with replacement of such parts, nor for removal or re-installation of equipment or parts, nor for consequential damages or losses. The warranty extended to us by the manufacturers of the electrical components is passed on to our customers. At its option, Visioneering Corp. will repair or replace, any fixture defective as provided herein if such fixture is returned by the purchaser to Visioneering Corp. within one year from the date of shipment, freight prepaid, provided Visioneering Corp. has issued a written "Return Goods Authorization". **Such repair or replacement is the exclusive remedy against Visioneering Corp and Visioneering Corp is not responsible for damage of any sort whatsoever, including incidental and consequential damages or losses.** This guarantee extends only to replacement defective fixtures or components and no allowance will be made for labour or transportation charges in connection with replacement of such parts, nor for removal or re-installation of equipment or parts unless specifically authorized in writing by Visioneering Corp. prior to any work being performed.
- C) No deductions may be made from remittances without written authorization from Visioneering Corp.

LIABILITY

- A) Visioneering Corp. will hold no responsibility for damages or injury, whether incidental or consequential, resulting directly or indirectly from improper electrical connections, or improper installation of its equipment, nor for labour charges suffered by the purchaser, caused by delay in delivery or by negligence, or by other causes beyond Visioneering Corp.'s control.
- B) Visioneering Corp. will not be liable for late delivery and/or inability to perform due to circumstances beyond our control, including strike, riot, blackout, war, accident, fire, flood, disaster, equipment breakdown, suppliers delay, order clarification, lack of approved drawings, shipping space, government acts or regulations or any restrictions on material, labour, manufacturing, deliveries or shipments.

APPLICABLE LAW

- A) The rights and obligations of the parties shall be governed by the laws of the Province of Ontario.

FRANÇAIS: LES CONDITIONS SONT DISPONIBLES EN FRANÇAIS.
S.V.P. DÉMANDEZ À NOS REPRÉSENTANTS.