

WARRANTY AND TERMS & CONDITIONS

SALE AND DELIVERY (AND/OR ACKNOWLEDGEMENT) OF AN ORDER BY SELLING COMPANY OF ANY PRODUCTS IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SELLING COMPANY'S QUOTATION FORM AND/OR ACKNOWLEDGEMENT (IF ANY) WITH RESPECT TO SUCH ITEMS, AND TO THE TERMS BELOW. THESE AND THE REVERSE SIDE TERMS AND THOSE ON ANY ATTACHMENTS ARE IN LIEU OF ANY TERMS ON BUYER'S PURCHASE ORDER, CONFIRMATION OR OTHER DOCUMENT, WHICH DIFFERENT TERMS ARE HEREBY REJECTED. ACCEPTANCE OF EACH ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THESE TERMS AND NO OTHERS.

1. **PRICES** - Tentative prices shown are F.O.B. factory in Chicago, Illinois. Such prices are subject to increase prior to time of delivery.

2. **TERMS** - Payment terms are net cash thirty (30) days after the date of invoice unless otherwise noted on the face of the invoice. Internet orders are prepaid by credit card. 1-1/2% interest per month (or such lesser rate as is allowed by law) will be added to amounts unpaid for over (30) days. Company's obligation to produce or deliver items is conditioned upon maintenance by the Buyer of credit standing at least as high as when order was accepted, and upon prompt payment when due of any sum owing by Buyer to Company under any agreement between them.

3. **MINIMUM BILLING CHARGE** - As in effect at the time of acknowledgement of order.

4. **CORRECTIONS** - All stenographic and clerical errors by Company are subject to correction.

5. **SHIPPING WEIGHTS AND DIMENSIONS** - Published weights are careful estimates but are not guaranteed. Dimensions shown are as close to actual as practical, but are still only approximate for construction purposes; certified dimension drawings can be obtained by Buyer upon request.

6. **SPECIFICATIONS, DESIGNS AND TECHNICAL DATA** - All construction specifications, designs and technical data submitted by Company are subject to change without notice.

7. **TAXES** - In addition to the purchase price, Buyer shall pay to Company the amount of all governmental taxes, excises and other charges imposed under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing use, consumption or transportation of any products purchased from Company. Buyer may, however, issue in lieu of payment of any such tax, tax exemption certificates in form acceptable to the appropriate taxing authorities.

8. **DELIVERY** - Shipping dates shown are only approximate. Where Buyer delays in supplying specifications or approvals which are necessary in order for Company to proceed with the filling of Buyer's order, the date of shipment shall be determined by the conditions at Company's factory at the time when such specifications or approvals are supplied and such date may be extended by Company accordingly. Company shall not be liable in any way for any delay in shipment or performance due to acts of God, war, riot, terrorism, insurrection, labor difficulties, accident, embargoes, acts of civil or military authorities, fires, floods, quarantine restrictions, mill conditions, delays in transportation, shortages of cars, fuel, labor or any other causes beyond its control. Company reserves the right to apportion its products among its customers as it may determine.

9. **DAMAGE CLAIMS** - Title shall pass to Buyer and risk of loss shall be upon Buyer from and after delivery by Company to a carrier. All claims for damage, whether concealed or obvious, including but not limited to breakage, must be made by Buyer to the carrier as soon as possible after receipt by Buyer of such damaged shipment. Company will be glad to assist Buyer upon Buyer's request, in securing appropriate adjustment of damage claims, upon the express understanding, however, that Buyer, by such request and Company compliance therewith, agrees to save Company harmless from all liability of every kind in connection with or in any way related to, any such assistance, or any adjustment, or any of the matters involved therein, or otherwise.

10. **ACCEPTANCE** - Any product delivered by Company shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such product within 5 days after the date of delivery to Buyer.

11. **WARRANTIES ON VARIOUS PRODUCTS - (a) BALLASTS** - Company warrants to the original purchaser that lamp ballasts purchased from it will be free from defects in material and workmanship from the date of manufacture for the following time periods ("Warranty Period"):

Magnetic and Hybrid Ballast	2 years
Special or Custom Ballasts*	2 years
NPF Electronic Ballasts	2 years
HPF Electronic Ballast	5 years

Radionics's obligation hereunder is limited to repair or replacement, at Radionics's option at Radionics's factory of any ballasts proving defective during the Warranty Period. All returns for repair or replacement must be approved by Radionics in advance. All transportation charges are the buyer's responsibility. Radionics is not responsible for any labor cost related to defective ballasts. However, at Radionics's sole option, Radionics may, by writing in advance, agree to reimburse the original purchaser for labor costs for ballast replacement at up to \$10 per ballast (not for LED driver).

This warranty is only extended to the original purchaser. This warranty does not apply if the ballast is subjected, negligently or intentionally, to improper storage temperatures, installation, use or maintenance. This warranty does not cover any ballast that is operated in an ambient temperature exceeding 50° C and does not cover any ballast where the hottest spot on the ballast case (sometimes marked TC point) exceeds 75° C in purchaser's fixture; nor does the warranty apply to any ballast temperature below below 0° F. In any case, ballasts are only warranted to operate at the temperature listed on the label and/or on Radionics spec sheets.

*Special or Custom Ballasts include but are not limited to all with or without HP or NP suffix or any ballast specified in a letter or quote sent to purchaser as special or not listed in our catalog or ballasts made to customer specifications.

(b) **STARTERS** - Company warrants starters purchased from it by Buyer against defective material and workmanship for two (2) years from invoice date to Buyer.

(c) **LAMPS** - Company warrants that light bulbs or lamps purchased from it by Buyer will be free from defects in material and workmanship upon shipment for a period of two (2) years after invoice date to Buyer, provided that no claim by Buyer will be valid unless any such defect is reported within ten (10) days of Buyer's receipt of the defective product, and further provided that Buyer has the sole responsibility to prove that the defect was not caused by actions of the shipper, Buyer or anyone else other than Company.

(d) **POWER SUPPLIES, CHARGERS & ADAPTERS** - Company warrants power supplies, chargers or adapters purchased from it by Buyer against defective material and workmanship for a period of one year from the date of Company invoice.

(e) **LED FIXTURES, DRIVERS or PRODUCTS CONTAINING LEDS FOR USE IN EXIT SIGNS** - Company warrants that complete (or portions of) fixtures (including those sold with a built in driver and those sold with a Radionic Driver to be wired to the LED board) shall be free from manufacturing defects in material and workmanship for the lesser of the following time periods: (i) If the entire LED board fails to light, five (5) years; or (ii) for the driver, aluminum extrusion or mounting hardware only, ten (10) years; or (iii) for a light emitting diode ("LED") Board failure (as defined below), five (5) years. For this purpose, failure of an LED Board means: (A) 15% or more of the LED's on the Board are not emitting light, and (B) (1) light output is less than 70% of the original brightness if during the first 35,000 hours of service or (2) 15% or more of LED's are not emitting light and light output is less than 50% of original brightness if over 35,000 hours of service up to 50,000 hours of service. Hours of service will be based on total time of possible use of the exit sign starting with the date shipped from Company's factory in Chicago, IL, as determined by the Company, and each such warranty time period also will commence on such shipment date.

(f) **LED UNDERCABINET FIXTURES, ALL LED FIXTURES NOT USED IN EXIT SIGNS** - Company warrants that complete fixtures (including those sold with a built in driver and those sold with a Radionic Driver wired to the LED board) shall be free from manufacturing defects in material and workmanship for the lesser of: (a) 2 years for the driver or (b) 35,000 hours of service for the LED board but only if over 15% of the LED's are not emitting light, each calculated from the date shipped from Radionics's factory in Chicago, IL. Hours of service will be based on the Company's determination of likely average hours of use based on the nature of the fixture and normal use thereof.

(g) **THE COMPANY'S OBLIGATION UNDER 11(e) or 11(f)** is limited to repair or replacement, at Radionics's option, at Radionics's factory, of any LED fixtures mentioned in 11(e) or 11(f) proving defective during the Warranty Period. All returns for repair or replacement must be approved by Radionics in advance. All transportation charges are the buyer's responsibility.

This warranty shall only apply if (a) installation is in compliance with the National Electrical Code and any applicable local electrical codes and (b) are installed following the instructions supplied with the fixture and (c) are installed in an area where the ambient temperature does not exceed 40° C measured 1" from any point around the Radionic fixture and (d) the fixtures and its components are not modified in any

way and (e) when used for its intended purpose as indicated in the instruction sheet packaged with the fixture. This warranty is limited to the original purchaser and that the product is returned to Radionic (freight prepaid) and is determined by the Radionic Engineering Dept., in its sole discretion, to be defective in manufacturing material or workmanship and is limited to Radionic supplying repair or replacement components. This warranty does not cover repair labor or installation cost and does not cover any labor or repair done by unauthorized contractors or employees. This warranty is null and void if all of the preceding requirements are not complied with.

(h) **OTHER PRODUCTS** - Company warrants any other products purchased from it by Buyer against defective material and workmanship for a period of one year from the date of Company invoice, provided that the warranty for any such other product incorporating a bulb or lamp shall only be the warranty for LAMPS under 11(c) above for the whole product.

(i) **OTHER WARRANTIES** - Any other provision herein notwithstanding, Company does not warrant any products distributed by Company which are manufactured by others; this includes products of these types mentioned above.

The Company's obligation under each warranty hereunder is limited to repair or replacement of Company's factory of such ballasts, starters, lamps, bulbs, LED products or other products as shall prove defective during the applicable period aforesaid, because of defective material or workmanship. All returns must be approved by Company in advance and all transportation charges are the responsibility of the Buyer. **COMPANY MAKES NO OTHER GUARANTEES OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO ANY PRODUCTS PURCHASED AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED BY COMPANY AND EXCLUDED FROM ANY AGREEMENT MADE BY COMPANY AND ACKNOWLEDGMENT OF BUYER'S PURCHASE ORDER. COMPANY'S WRITTEN AUTHORIZATION MUST BE OBTAINED FROM COMPANY BEFORE RETURNING FOR REPAIR OR REPLACEMENT. ANY PRODUCTS PURCHASED. COMPANY'S PRODUCTS ARE NOT FOR CONSUMER USE. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES ON ANY OF ITS PRODUCTS WHICH MAY BE INCLUDED IN ANY PRODUCTS NORMALLY USED FOR PERSONAL OR FAMILY PURPOSES.** Company will assume no responsibility or accept invoices for unauthorized repairs or replacement of products purchased even though such products may be defective. In no case will any responsibility which Company may have extend to any products or parts not manufactured by Company. Any warranty hereunder is not applicable to any product manufactured, sold or distributed by Company which is not installed and operated (both in Buyer's product and by all subsequent users) in accordance with:

The National Electrical Code (NEC)
The Standards for Safety of Underwriters Laboratories, Inc. (UL)
The Standards of the American National Standards Institute (ANSI) and
The specific instructions and standards provided by Company for the installation and/or operation of the product

12. **RESPONSIBILITY** - COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ITS PRODUCTS, INCLUDING ANY DAMAGES WHICH MAY ENTAIL LOSS OF PROFITS OR REVENUES, LOSS OF USE OF OTHER PROPERTY OR PECUNIARY DAMAGES OF ANY KIND, EVEN IF ARISING OUT OF PHYSICAL DAMAGE TO OTHER PROPERTY, WHETHER DUE TO NEGLIGENCE OR OTHER TORT, BREACH OF CONTRACT OR WARRANTY OR OTHERWISE. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF AN ORDER FOR ITS PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS ORDERED. Buyer will be responsible for damage due or caused by any products purchased which shall be occasioned whether intentionally or otherwise by improper installation or application or use, or by attempts to operate such products beyond the capacity thereof. ANY CLAIM AGAINST THE COMPANY ARISING OUT OF AN ORDER FOR ANY PRODUCTS MUST BE FILED WITHIN 12 MONTHS AFTER THE CAUSE OF ACTION ACCRUED OR AROSE AND IN NO EVENT LATER THAN 24 MONTHS AFTER DELIVERY OF THE PRODUCTS WITH RESPECT TO WHICH CLAIM IS MADE.

If company furnishes Buyer with advice or other assistance which concerns any product supplied hereunder or system or equipment in which such product may be installed, the furnishing of such advice will not subject Company to any liability whether in contract, warranty, tort (including negligence) or otherwise.

13. **PERMISSIBLE VARIATIONS, STANDARDS AND TOLERANCES** - Except to the extent otherwise expressly agreed to in writing, any products ordered shall be produced in accordance with Company's standard practices. Additionally, all products shall be produced subject to: (i) tolerance and variations consistent with usage of the trade regular mill practices and/or Company general practices in respect to dimension, weight, straightness, section, surface conditions, composition, mechanical properties, internal conditions, and quality, (ii) to deviations from such tolerances and variations consistent with practical testing and inspection methods and (iii) to regular practice on over and under shipments. All representations and certifications on the part of Company with reference to such products shall be limited by the foregoing.

14. **NON-WAIVER BY COMPANY** - Waiver by Company of a breach of any of the terms and conditions of any agreement shall not be construed as a waiver of any other breach.

15. **CANCELLATION** - Any orders may be cancelled by the Buyer only upon written approval of Company in its sole discretion, and upon payment of cancellation charges specified in said approval which shall take into account expenses previously incurred, commitments made by Company in reliance upon such order whether or not such commitments and legally binding on Company, and any other factors considered relevant by Company.

16. **TERMS HEREOF CONTROLLING** - The terms and provisions hereof constitute the complete and exclusive statement of the order and the Parties' agreement concerning the Products. All prior and contemporaneous representations and statements made concerning the Products and the terms of the Order are superseded hereby. No future statement or representation by any salesman or other person shall be binding upon the Company concerning the Products or this Order unless in writing signed by the Company and incorporated by express reference into this Order. Buyer's order and any acceptance thereof by Company shall be governed by the laws (excluding those governing conflicts of laws) of the State of Illinois. If any of the terms or conditions stated herein shall be invalid under any such applicable law or laws, such invalid terms and conditions shall be without force and any sale or agreement of sale made upon the terms and conditions set forth herein shall be construed as if not subject to such invalid terms or conditions. With respect to any dispute in connection with the Company's sale of any product, Buyer shall be subject to the jurisdiction of any federal or state court located in Cook County, Illinois.

17. **QUOTATIONS** - Any purchase order pursuant to any quotation shall not result in a contract until accepted and acknowledged by Company at Company's office in Chicago, Illinois. Company will not accept and acknowledge a purchase order based on any quotation and all of the terms and conditions included in such quotation, unless such purchase order is received by Company at Company's office in Chicago, Illinois within thirty (30) days after the date of such quotation. Time shall be of the essence.

18. **All references to Company (or Selling Company) herein shall mean Radionic Industries, Inc. or Radionic Hi-Tech, Inc., or Factory Direct Lighting LLC (whichever is printed on front of this document if any) or an acknowledgment or on invoice shipped with product or is the actual selling company.**