

# Terms and Conditions – Cooper Lighting Canada Limited

## Freight Terms:

Freight will be pre-paid on each order or partial release totaling \$1500 or more.

Orders not qualified for pre-paid freight will be shipped with transportation charges added to the invoice.

All shipments will be made via carrier selected by shipper.

Unless otherwise noted, sales of Cooper Lighting Products will be F.O.B. factory. Title to all products shall pass from Cooper Lighting to our customers upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur. When shipments of Cooper Lighting products are to be made via company truck, title to the products shall pass to our customers at time of delivery to the final destination or to the forwarding carrier. Consignee must make all claims for loss or damage in transit to carrier within 30 days.

## Payment Terms:

### Halo Recessed and Trac Products Only:

2% - 10th month following, net 25<sup>th</sup>

### All Other Cooper Lighting Products:

1% - 10th month following, net 25th

### Net 30 Days on Utility Sales

Dates are from date of invoice. Invoices are mailed within one (1) day of shipment.

## Date of Shipment:

Shipping dates are approximate and are based on conditions existing at the time of Cooper Lighting's receipt of customer's firm order and full information. Cooper Lighting will in good faith endeavor to ship by the estimate shipping date but it shall not be responsible for any delay or any damage arising there from. It is agreed that time is not of the essence.

## Merchandise and Claims Terms:

No merchandise may be returned without prior written authorization. This written authorization will be issued at the discretion of Cooper Lighting and must be requested by the customer within 90 days of the original shipment date. Non-defective materials must be in sealed original carton.

All returns will be subject to a minimum 25% handling and factory inspection charge, except on products considered by the manufacturer to be defective in workmanship and materials. Minimum value for return authorization is \$250.

Custom made equipment and "specials" may not be returned except for defects proven to be the manufacturer's responsibility.

## Order Cancellation Terms:

Cancellation of orders will be accepted only if made in writing and received prior to shipment of order. Verbal order cancellations will not be accepted.

Custom made equipment and "specials" may not be cancelled after Release of Order.

## Minimum Order Value:

There is a minimum order value of \$300.00.

## Pricing:

Prices are subject to change without notice. Merchandise will be shipped at prices prevailing at time of shipment.

## Conditions of Sale:

### General:

Acceptance of any proposal submitted to Cooper lighting, Division of Cooper Industries for the sale of merchandise and acceptance by the buyer of any order it submits for such merchandise is expressly limited to the terms and conditions set forth herein. In the event of any conflict between the General Terms and Conditions of Sale of Cooper Lighting, and their terms and conditions contained in the customers order of response to quotation, the General Terms and Conditions of Sale of, Cooper Lighting shall prevail unless such variance is assented to in writing and signed by an authorized representative of Cooper Lighting. The customer will be deemed to have assented to the General Terms and Conditions of Sale set forth herein upon ordering merchandise quoted by Cooper Lighting.

### Warranty and Obligations:

(i) Cooper Lighting warrants to the Purchaser for resale only that its products are free from defective materials and workmanship. Cooper Industries, Cooper Lighting's obligation is expressly limited to repair or replacement, at its option without charge, at Cooper Lighting's factory within a period of one year from the date of shipment and only after prior written return authorization has been granted.

This warranty does not apply to Cooper products which have been altered or repaired outside of Cooper's factory, or have been subject to neglect, abuse misuse or accident (including shipping damages). THIS WARRANTY SHALL ALSO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY COOPER WHICH HAVE BEEN INSTALLED AND USED IN CONJUNCTION WITH COOPER PRODUCTS.

This warranty is in lieu of all other warranties, expressed or implied, and excludes any implied warranty of merchantability. There are no warranties, which extend beyond the description of the product on the Company's literature setting forth the conditions of sale.

(ii) Cooper Lighting shall repair or replace the product or refund the purchase price at its option, upon notification and confirmation by its local representative of the defect. The obligation of Cooper Lighting under this warranty and buyer's remedy is expressly limited to repair or replacement of the defective product whether the claim is made in tort or in contract; including claims based on warranty, negligence, strict liability, fraud, misrepresentation or otherwise.

Cooper Lighting shall not be responsible for material, labor or freight costs incurred in connection with the installation, removal or replacement of any products. In no event shall Cooper Lighting be liable for special, indirect, incidental or consequential damages (regardless of the form of action) whether in contract, strict liability or in tort, involving negligence) nor for lost profit.

(iii) Cooper Lighting does not accept any responsibility for failure, of any of the goods delivered hereunder to meet the standards imposed under the Occupational Safety Health Act 1970 as said standards now exists or as they may be hereinafter set or amended.

Management further reserves the right under special conditions to replace or repair defective products at their own discretion.

**ALL TAXES EXTRA.**