

## Terms and Conditions

### Acceptance of Order

Buyer's order is accepted subject to these terms and conditions. No additions, deletions or amendments to these terms and conditions will be binding without US Energy Sciences' (USES) written approval.

### Ordering

All orders must be submitted in written form, using your company's Purchase Order form. All orders must include:

- Product catalog number, quantity and price
- Contact name, e-mail, and/or fax number to send order confirmation.
- Billing Address
- Shipping Address, requested ship/delivery date and any special instructions
- Purchase Order Number
- Authorized Signature
- Minimum billing is \$50.00

USES encourages ordering in "case quantities," IE: carton, bags, etc. Orders are subject to a "broken case charge." Contact your sales representative or customer service for charges.

USES will confirm an order by providing an order confirmation via fax or e-mail. This will need to be reviewed for accuracy. Confirm receipt of confirmation to customer service at USES at 800-537-1629 or via fax at 866-390-9100 for changes or discrepancies with order. Any discrepancies not reported within 48 hours of receipt will be the responsibility of the customer. Replacement order may be subject to customer being invoiced freight charges on the replacement.

### Payment Terms

USES products are sold on NET 30 day terms with prior credit approval. Otherwise sales are pre-paid or COD. Late payments on all credit arrangements will incur a late charge of 1 ½ % per month.

Extended terms are available upon request. Must be approved by the Credit Manager at the time the purchase order has been submitted to USES.

USES Accepts Visa or Master Card. Minimum credit card charge is \$50.00.

Any account having a balance due that is past due or has unauthorized payment deductions may be placed on "Credit Hold."

Discounts are available upon request by contacting the Credit Manager.

Credit balances must be applied within 12 months of date issued or will be cancelled without liability. USES does not issue checks for credit but will apply to the account to be used.

### Shipping Terms

All shipments are FOB our manufacturing facility. Orders totaling \$2,500 (or more) will be freight allowed. If a partial shipment is requested to ship on a freight allowed order by the customer, the customer must agree to pay the freight for partial shipment requested. USES will pay the freight for the balance of the order. Freight-allowed orders, will apply to USES choice of carrier only. Additional requirements by the CUSTOMER (i.e. lift gate, special appointment arrangements, expedited services, etc.) will incur additional charges and will be invoiced to the customer.

USES reserves the right to drop ship partial items of order.

Freight charges are at the discretion of USES.

### Transportation Claims

All goods are inspected prior to being released from factory for shipment. VENDOR'S responsibility for safe delivery shall transfer to CUSTOMER, when merchandise has been turned over to the carrier, in good condition. SHIPMENTS SHOULD BE THOROUGHLY CHECKED UPON ARRIVAL, FOR DAMAGE OR SHORTAGE. If damage or shortage is noted, a claim should be filed immediately, by the CUSTOMER, with the delivering carrier. Damages must be noted on the 'Bill of Lading'. Any damage not noted will be considered concealed damage. Delivering carrier must inspect concealed damages within 3 days of delivery or claim will be denied. Carriers generally pay half of the original invoiced price on concealed damages. Damaged items will be replaced promptly, once a claim has been made and a PO issued to USES for replacement material. CUSTOMER assumes freight charges for replacement order. If you suspect hidden damages, make a note on the 'Bill of Lading'.

If partial damage has occurred, it is best to accept shipment and follow damage claim procedure. DO NOT REFUSE TO ACCEPT SHIPMENT unless the entire shipment is damaged. Refusal of shipment may cause unnecessary delays and additional shipping expenses.

USES is willing to assist with the collection of claims for losses or damages, but cannot assume responsibility for collection of claims or replacement of material.

USES will not replace broken lamps due to damage from carrier.

### Pricing

Prices are subject to change without notice. In the event of a price increase, all orders already placed or submitted will remain at the former prices. If an order is submitted after a price increase, USES will make CUSTOMER aware by requesting a revised PO.

### Returns

All custom, manufactured products are not returnable. Merchandise will only be considered for return if it is standard product and in new condition. No returns after 90 days of invoice date. Fixtures must be in original cartons and reflectors must be unused and still have their protective poly coating. Factory credit will be issued based on original invoiced price, less restocking fee, and less the original freight of the shipment. CUSTOMER must arrange for return of shipment to USES. If unable to arrange with a freight carrier, the freight expense of the return will be deducted from the credit as well. Credit will only be given for merchandise in saleable condition. Authorization will not be granted when the value of all items to be returned is less than \$100.

### Labor credits

In the event that an issue occurs that may involve additional labor or lift charges, USES reserves the right to be notified in a timely manner so USES can decide how to proceed whether it be sending personnel from USES to inspect the issue and correct or approve a labor credit to the customer for additional charges.

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*Industry Leaders in Customization + Lead Times for Over 25 Years*

## Terms and Conditions Continued

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All labor credits must be submitted in writing by the customer to USES for approval.

### Cancellations/ Revisions Policy

USES reserves the right to limit cancellations on custom or non stocked components. In the event of cancellation/revision, customer agrees to reimburse USES for costs incurred until cancellation/ revision date, in an amount not to exceed the value of the order.

Revised PO's are subject to rescheduled ship date.

### Delivery

Delivery dates are estimates only and are not binding. While USES will make every effort to meet CUSTOMER requested date, USES cannot be held liable for damages of any kind or freight carrier delay's, for the failure to meet a particular date.

### Entire Agreement

Except as expressly agreed in writing signed by USES, the terms and conditions stated above, shall constitute the entire sales agreement between USES and the CUSTOMER. Any contrary or additional terms and conditions, submitted by the CUSTOMER (other than the description of the products being ordered in the requested quantities, shipping date, and shipping location contained in CUSTOMER'S purchase order) shall be deemed to be of no force or effect and are hereby rejected. CUSTOMER'S submittal of a purchase order shall indicate CUSTOMER'S acknowledgement of and agreement with, these Terms and Conditions.

You will be added to our email contact list for occasions such as informational e-blasts, e-promotions, newsletters and the like. You can "unsubscribe" any time by responding to an "unsubscribe" indicator located within the email.

**USES reserves the right to change these Terms and Conditions of Sale without notice.**

## Claims Procedures

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### Note damage or shortage claims

1. Note damages and shortages on the delivery receipt. Be descriptive and include an accurate count.
2. Ask the driver to call in to the OS&D Department for an inspection number.
3. Take pictures of the damage and of the load in general.
4. Write, "subject to count and inspection" on the delivery receipt if you do not have time to break down and open all boxes.
5. **DO NOT REFUSE TO ACCEPT SHIPMENT** unless the entire shipment is damaged.
6. If you accept the damaged material, you must store it in its original condition until US Energy Sciences (USES) gives you a disposition.

### Concealed damage claims

1. Concealed damage must reported to the delivering carrier within three days of delivery, or claim will be denied.
2. Notify carriers OS&D department immediately of pro number and damage Count.
3. Take pictures of the damage.
4. Hold damaged material in its original condition until USES gives you a disposition.

### Ups/Fedex damage or shortage claims

1. Containing obvious damage should be rejected. If in doubt, reject it.
2. If you are accepting less than the total quantity, you must sign for the number of packages you are accepting only.
3. Write down all the tracking numbers. Be sure to note which tracking number was refused, shorted, or damaged.
4. Hold the damaged materials in its original condition, until USES gives you a disposition.

USES is willing to assist with the collection of claims for losses or damages, but cannot assume responsibility for collection of claims or replacement of material. Contact USES on shortages or damages. A purchase order must be submitted for replacements.

### Limited Fixture Warranty

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#### Reflector Material

U.S. Energy Sciences, Inc. (USES) warrants, with proof of purchase, that the USES reflector shall be free from defects in material and construction for a period of one (1) year from the date of purchase. USES further warrants, for a period of twenty-five (25) years from the date of purchase for Specular Aluminum Reflectors and (10) years for White Aluminum Reflectors, that the reflector will not fade, discolor, or develop any significant surface deterioration that may reduce source image reflectance due to exposure to fluorescent lamp radiation and heat up to one hundred degrees Centigrade (100° C). The Warranty shall not apply to damage resulting from alteration, misuse, neglect, unauthorized repair, improper cleaning, fire, accident, abuse, negligence, or corrosive airborne agents such as strong chemicals. Nor does this warranty apply to the protective films if product is stored for more than three (3) months after the date of purchase (protective film must be removed from reflectors intended for storage for more than three (3) months). Furthermore, no warranty is made that the reflector is saleable or fit for any application or warranty not described herein. USES shall not be liable for any damages (incidental or consequential, or otherwise) arising from the product defects. Additionally, USES reserves the right to inspect said product within 7 days of claim for defect before remedy of said claim.

#### Fluorescent Fixtures

U.S. Energy Sciences, Inc. (USES) warrants, with proof of purchase, that the USES fixture shall be free from defects in material and construction for a period of one (1) year from the date of purchase. The Warranty shall not apply to damage resulting from alteration, misuse, neglect, unauthorized repair, improper cleaning, fire, accident, abuse, negligence, or corrosive airborne agents such as strong chemicals. Furthermore, no warranty is made that the fixture is saleable or fit for any application or warranty not described herein. USES shall not be liable for any damages (incidental or consequential, or otherwise) arising from the product defects.

#### Ballast and Lamp Warranties

Warranties for ballasts and lamps vary. Please contact manufacturer below.

- Advance Warranty: 800-372-3331
- GE Warranty: 888-432-2552
- Sylvania: 800-654-0089

#### Sensor Warranties

Sensor warranty is valid for (5) years from date of purchase. For more information or replacement inquiries, please contact manufacturer below:

- Leviton LMS: 800-736-6682

#### Limitation of remedies

Should the fluorescent fixture develop a condition or deterioration in contravention of this Warranty during the Warranty period, USES only obligation and Purchaser's exclusive remedy is the defective product, excluding installation, upon notification thereof and substantiation that the product has been stored, installed, maintained, transported, operated and serviced in accordance with USES written instructions and specifications.



## Limited LED Warranty

US Energy Sciences, Inc. (USES) warrants with proof of purchase, that the USES LED products shall be free from defects in material and construction for a period of three years.

### 1. Definitions

1.1 Business Day means Monday through Friday from 8AM to 5 PM, except holidays.

1.2 Covered products will include hardware products manufactured by USES. Covered equipment does not include any other third-party hardware products or software, even if packaged, or sold with factory hardware, including third party communication devices.

1.3 Warranty means a specific, discrete problem that can be answered or resolved by isolating its origin to a single cause. Warranty has reached resolution when Customer receives one of the following:

- a) Information that resolves the problem;
- b) Repair or replacement services that resolve the problem.

### 2. Repair or Replacement

If the defect in materials or workmanship arises during warranty period and Customer notifies USES within that period. USES will, at its option, repair or replace the affected LED products within 28 business days from receipt of defective product.

Replacement LED products or parts provided by USES can be new or refurbished. Defective parts or products that are replaced will become property of USES.

### Repair and Replacement services do not cover:

- a) Damage to LED product caused by accident, abuse, neglect, vandalism, misuse (including faulty installation, repair or maintenance by other than manufacturer authorized service provider), unauthorized modification, extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, floods, fire, acts of God, war, terrorism or other external causes, including Force Majeure;
- b) Cosmetic damage to the LED product or parts whose serial number has been removed, altered, defaced or in any other way made illegible;
- c) LED product that has been moved, lost or stolen. Warranty plan covers equipment that is physically at customer location in its entirety;
- d) LED pixel replacement in equipment if less than 15% or more of pixels per unit are exhibiting limited or non operational LEDs.

### 3. Warranty

Warranty period is 36 month from date of purchase.

USES will use commercially reasonable efforts to perform services under this warranty in a professional manner.

TO THE EXTENT PERMITTED BY LAW, THE WARRANTY, REMEDIES AND CONDITIONS SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, OR IMPLIED. As permitted by applicable law, USES specially disclaims any and all statutory or implied warranties or conditions related to or arising in any way out of this warranty agreement, including any implied warranty or condition of satisfactory quality, merchantability, or fitness for a particular purpose.

### 4. Limitation of Liability

4.1 USES and its employees and agents will under no circumstances be liable to Customer or any subsequent transferee for any indirect or consequential damages, including but not limited to any loss of business, profits, revenue or anticipated savings, resulting from USES obligations under this warranty agreement. To the maximum extent permitted by applicable law, the limit of USES and its employees and agents liability to Customer and any subsequent transferee arising under this terms and conditions shall not exceed the original price paid for products.

4.2 For consumers in jurisdictions who have the benefit of consumer protection laws or regulations, the benefits conferred by this warranty are in addition to all rights and remedies provided under such laws and regulations. To the extent that liability under such laws and regulations may be limited, USES liability is limited, at its sole option, to re-perform the warranty service or refund sums paid.

### 5. Miscellaneous

5.1. This warranty will be covered by the laws of the state of Georgia without the regard to its conflict of laws provisions.

5.2 All custom manufactured LED products are not returnable. No returns after 30 days of invoice date of standard LED products. Standard LED products must be in original cartons. Factory credit will be issued based on original invoiced price, less restocking fee, and less the original freight of the shipment. CUSTOMER must arrange for return of shipment to USES. If unable to arrange with a freight carrier, the freight expense of the return will be deducted from the credit as well. Credit will only be given for merchandise in saleable condition. Authorization will not be granted when the value of all items to be returned is less than \$100.



Please contact us with questions, comments  
or requests for additional information.

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**Telephone**

912.537.1885  
800.537.1629

**Fax**

912.537.9815  
866.390.9100 Sales

**Physical Address**

406A Dixon Street  
Vidalia, GA 30474

**Sales Department**

[rdalton@usenergysciences.com](mailto:rdalton@usenergysciences.com)

**Customer Service**

[tlanier@usenergysciences.com](mailto:tlanier@usenergysciences.com)

**Accounts Receivable**

ext. 40

**General Information**

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 **Energy Sciences**

*reflecting technology™*