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Juno Lighting Group General Terms & Conditions of Sale (U.S.)

Note: These General Terms & Conditions of Sale are subject to change. All transactions for products sold by Juno Lighting, LLC and its subsidiary companies, collectively Juno Lighting Group (JLG), are subject to the latest published General Terms & Conditions of Sale of JLG and to any special conditions of sale which may be contained in applicable JLG quotations and acknowledgments.

Acceptance/Governing Terms: These General Terms & Conditions of Sale shall apply to all sales of products by JLG unless otherwise specifically agreed to in writing by an authorized JLG representative. Any contrary or additional terms or conditions submitted by the Purchaser shall be deemed to be of no effect unless specifically acknowledged in writing by JLG at the time of order acceptance. Failure to object to provisions contained in any purchase order or other communication from the Purchaser (including, without limitation, penalty clauses of any kind) shall not be construed as a waiver of these terms and conditions nor an acceptance of any other provisions. These terms are a complete statement of the parties' agreement and may only be modified in writing signed by both parties. These terms may not be modified by course of dealing, course of performance, or usage of trade. These terms supersede all previous written or oral quotations, statements, or agreements. Any contract for sale by and between the parties shall be governed by and construed according to the laws of the State of Illinois without regard to its rules on the conflict of laws. The Convention on the International Sales of Goods is expressly excluded.

Pricing: Prices are subject to change without notice. In the event of a price increase, all accepted orders will be shipped at the original prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the order will be billed at prices in effect at the time of shipment. Prices are exclusive of sales, use, excise, or similar taxes unless otherwise noted.

Terms of Payment: Payment terms are net 31 days from date of invoice. A 2% cash discount will be allowed on invoices paid within 30 days from date of invoice.

Freight Terms: Freight will be prepaid and allowed on each order for any combination of JLG products totaling \$1,000 or more per shipment within the continental limits of the United States. If the Purchaser specifies multiple releases on an order, each release will be treated as an individual order relative to the freight allowance. JLG may make partial shipments at its own discretion, billing each shipment as it is made, but on terms applicable to the complete order. All shipments will be made via carrier selected by the JLG.

Merchandise and Claims Terms: Title to all merchandise shall pass from JLG to Purchaser upon consignment to carrier. All claims for loss or damage in transit must be made by consignee to carrier. Shipments should be inspected by the Purchaser immediately upon receipt for transportation loss or damage and any necessary claim entered promptly with the carrier.

Return Merchandise Terms: No merchandise may be returned without prior written authorization. JLG accepts return of stock materials for up to 3% of a distributor's prior year stock purchases without handling or factory inspection charges. Products which are authorized for return due to factory defect or error will be accepted for full credit. Made to order products, specials, outdated products, and lamps will not be considered for return.

Order Cancellation/Changes: Orders for JLG stocked products may be cancelled or changed prior to shipment without charge. Stock orders that have shipped may also be cancelled but Purchaser will be invoiced for delivery and return freight charges. Orders for make to order products may not be cancelled or changed without prior JLG approval. Cancellation or changes will only be accepted after Purchaser has agreed to reimburse JLG for work performed and special materials purchased for the order.

Substitutions: JLG may furnish suitable substitutes for material unobtainable because of priorities or regulations established by government authority or non-availability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the product.

Errors: JLG reserves the right to correct errors or omissions in quotations, acknowledgements, invoices, or other documents.

Force Majeure: JLG shall not be liable for any damages as a result of any delays due to any causes beyond JLG's control, including, without limitation, an act of God; act of Purchaser or JLG supplier; embargo or other governmental act; regulation or request; fire; accident; strike; slowdown; flood; fuel or energy shortage; sabotage; war; riot; delay in transportation and inability to obtain necessary labor, materials or manufacturing facilities from usual sources. In the event of any such delay, the date of delivery shall be extended for a period of time reasonably necessary to overcome the effect of such delay.

Warranty: JLG warrants for the applicable Warranty Period below that products made by it and sold through its authorized sales channels are free from defects in material and workmanship. In the event of any defect, JLG's sole obligation is expressly limited to repair or replacement, without charge, at JLG's factory after prior written return authorization has been granted. This Warranty shall not apply to products which have been altered, improperly used, or repaired outside of JLG's factory nor shall it apply to defects for which written notification thereof is not received by JLG within the applicable Warranty Period. The Warranty Period for all JLG products is one (1) year from date of purchase, except as follows: The Warranty Period for Fluorescent Energy Star Rated Housings and Undercabinet Fixtures is two (2) years from the date of purchase. The Warranty Period for LED general lighting products is five (5) years from date of purchase.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND WITHOUT EXCLUDING THE GENERALITY OF THE FOREGOING, EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

The use of other company's (non-JLG) products or components (i.e. Trac lights, connectors, trims, etc.) in conjunction with JLG products may not be covered by UL classification, and could be hazardous. Such usage, whether covered by UL classification or not, automatically voids all JLG product warranties.

Limitation of Liability: Notwithstanding anything to the contrary herein, JLG, ITS CONTRACTORS AND SUPPLIERS OF ANY TIER, SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of the purchaser set forth herein are exclusive where so stated and the total cumulative liability of JLG, its contractors and suppliers of any tier, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or part on which such liability is based.