

# Emergensee®

Lighting Products, Inc.

## Warranties

1. Emergensee Lighting warrants that its products are free of defects in workmanship and materials for a period of five years. Emergensee Lighting, at its sole option, will repair or replace, F.O.B. our factory, freight prepaid, any Emergensee Lighting products (other than lamps and ballasts) defective in workmanship or materials. Such repair or replacement is the sole and exclusive remedy against Emergensee Lighting and is limited from date of shipment. Emergensee Lighting reserves the right to determine whether to repair or replace. No charge-back, or charge for labor or material, that does not have Emergensee Lighting's prior written approval from its corporate offices in Pennsylvania will be honored, accepted or paid by Emergensee Lighting. Emergensee Lighting will not be responsible for any consequential or incidental damages in connection with any breach of its aforementioned warranty. Warranty terms and time periods vary by product.
2. All Inverters and emergency battery packs are covered by separate manufacturer's warranties. Emergensee Lighting does not make any warranties whatsoever as to inverters and emergency battery packs and will accept no responsibility or liability whatsoever therefore.
3. Emergensee Lighting will not be responsible for any products subjected to inappropriate application or installed or modified in any way that is not in accordance with Emergensee Lighting's instructions.
4. No agent, employee or representative of Emergensee Lighting has any authority to bind Emergensee Lighting to any affirmation, representation or warranty concerning goods sold by Emergensee Lighting and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included herein, or in Emergensee Lighting's acknowledgment or Buyer's purchase order, or in standard printed materials provided by Emergensee Lighting, it does not form a part of the basis of any bargain between Emergensee Lighting and Buyer and shall not in any way be enforceable by Buyer.
5. Products that fail within warranty period due to a manufacturing defect will be replaced through the RMA process. Replacement will be for the failed component or a new unit at Envoy Lighting's discretion. All defective units are subject to manufacturer testing. Should any failed units be found defective from misuse, improper voltage, or faulty wiring, the customer will be charged for the replacement.
6. Under no circumstances will Emergensee Lighting be responsible for back charges of any kind, including, without limitation, labor charges, equipment rental fees or late penalties unless prior approval has been given. To activate the warranty, the product must be installed and maintained properly.  
"Damaged" products must be reported to Emergensee Lighting, in writing, within 10 days of the invoice date.

## Return Material Policy

**Return of Non-Defective Product** Upon request, a Return Material Authorization (RMA) will be issued up to 30 days from date of shipment on all non- defective product and is subject to a 35% restocking charge. Only standard items in our current product line are returnable. Special orders and discontinued merchandise are non-returnable. All products must be returned within 30 days of the date of issuance of the RMA. A copy of the RMA must accompany the shipment. Products must be returned in the original factory sealed cartons in salable condition. All material returned is subject to inspection and any unsaleable or damaged merchandise will be credited at salvage value or less costs of repair.

**Return of Defective Product** All returned goods must be accompanied by an RMA issued by Emergensee Lighting. Upon receipt, if product(s) are within the warranty period, and Emergensee Lighting inspection determined that a defect in material or workmanship is the cause of the problem, Emergensee Lighting will either repair or replace the product at no charge and will return the product. When requesting an RMA, please be sure to include: original purchase order number, catalog number and quantity to be returned.

**Selective products** that are not defective can be returned within 60 days of invoice date along with a 35% restocking charge. Check with the office to see which products are applicable.

Emergensee Lighting is not responsible for concealed damage; a claim should be processed with the freight carrier company immediately.

For defective units, if replacement material is required, a replacement purchase order will have to be submitted along with this form. It will be processed as a new order and will be invoiced with terms of Net 30 days. Once the defective product is returned, tested and approved for credit; a credit memo will be issued.

**MATERIAL MUST BE RETURNED BEFORE THE EXPIRATION DATE OF AN ISSUED RMA**

**ACKNOWLEDGEMENT FORM - A CREDIT WILL NOT BE GIVEN NOR SHOULD A DEBIT BE TAKEN UNTIL THE UNITS HAVE BEEN INSPECTED AND APPROVED FOR CREDIT.**

**IF BROKEN LENSES ARE NOT REPORTED WITHIN 10 DAYS OF RECEIPT THEY WILL HAVE TO BE PURCHASED WITH A NEW PURCHASE ORDER.**

## Payment Terms

1. Standard payment terms are invoiced at Net 30. For additional discounts and rebates, contact your Emergensee Lighting representative for early payment discounts and yearly volume rebates. Emergensee LIGHTING WILL NOT BE RESPONSIBLE FOR ANY ACH PAYMENTS NOT CONFIRMED.
  - I. Entire terms The terms of sale set forth herein and on the front of this invoice contain all of the Terms and Conditions with respect to the sale and purchase of Goods identified on the front of this Invoice. THESE TERMS SUPERSEDE ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN BUYER AND SELLER RELATING TO THE GOODS. Seller's agreement to sell and deliver the Goods to Buyer is subject to express condition precedent that buyer accept all terms of the Terms, . Buyer shall be deemed to have accepted all of the Terms upon acceptance of the Goods.
  - II. Payment and Collection: Jurisdiction. Buyer will pay as and when due and payable, all accounts set forth on the front of this invoice, including, without limitation, shipping and handling charges, in accordance with the Terms. If any amount payable by buyer is not paid by the date due, Buyer shall pay a late payment charge equal to 1.5 % per month until all amounts due, including late payment charges, are paid in full. Buyer shall pay all of the Seller's costs and expenses, including attorney's fees, in connection with any collection measures taken by or for the Seller. Buyer shall pay to Seller all taxes, duties, and charges which seller may be required to pay to any government agency arising out of or in connection with the sale or transportation of the Goods to Buyer. Time is of the essence with respect to the payment of all amounts hereunder. Buyer hereby consents to the exercise of personal jurisdiction over it by all courts in the State of Pennsylvania and consents to the laying of venue in any jurisdiction or locality in the City of Feasterville, State of Pennsylvania.
  - III. Risk of Loss: All risk of loss or damage to the Goods shall pass from Seller to Buyer upon tender of delivery of the Goods by Seller to a common carrier (whether contracted by Buyer or Seller) at Seller's loading dock. Buyer will obtain adequate insurance to fully cover the Goods from Seller's loading dock to Buyer, irrespective of whether it has yet tendered payment thereof.
  - IV. Non-Conforming Goods: No shipment of Goods shall be returned without Seller's prior written consent. All claims regarding non-conforming Goods shall be made by Buyer in writing, stating the factual basis of the claim and the Invoice number, and delivered to Seller not later than five days calendar days after the receipt of the Goods. Buyer shall pay all shipping expenses for the return of the Goods to the Seller. The invoice number must appear on all paperwork and cartons. In the event Seller determines that Buyer rejects the Goods for just cause, Seller may, at its option, repair or replace the Goods, credit Buyer's account or refund all or a portion of the purchase price for the Goods.
  - V. Limitations of Remedies: In no event shall Seller be liable for damages or loss of use, revenue or anticipated profits or for any direct, indirect or consequential damages arising out of any breach by Seller. Buyer shall have no right to sue for specific performance or injunctive relief, Buyer's remedies shall be limited to those set forth in Section 4 hereof.

- VI. Representations and Warranties of Seller: SELLER HEREBY REPRESENTS AND WARRANTS TO BUYER THAT (I) EACH OF THE GOODS CONFORMS TO THE GENERAL DESCRIPTION CONTAINED ON THE LABELING THEREOF, (II) THE GOODS ARE OF FAIR AVERAGE QUALITY WITHIN SUCH DESCRIPTION AND (III) THE GOODS OR SERVICES COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED. THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Force Majeure: Seller will not be responsible for delays or failures of performance caused by events beyond its control, including but not limited to fire, flood, other disasters, war and strike.
- VII. Miscellaneous: (1) Buyer's duties and obligations pursuant to Terms shall not be assigned or transferred by Buyer, except with the prior written consent of Seller (2) the waiver by either party of any breach or a failure to enforce any right under the Terms will not prevent subsequent enforcement of that or any other right or be deemed a waiver of any other breach; (3) the invalidity or unenforceability of any other provision of the Terms; (4) the Terms may be modified only in writing, signed by Seller; and (5) the Terms shall be, and interpreted and enforced in accordance with the laws of the State of Pennsylvania without regard to its principles and conflicts of laws. Packing List (Pick List)
- VIII. All Claims except breakage must be made within 5 days after receipt of Goods. Purchase Order:  
1. The Purchase Order number must appear on all Containers, Packing Lists, Invoices and Correspondence.
- IX. Merchandise and Invoices received after the 25th of month shall be considered billed as of 1st of following month.
- X. Packing Slip must accompany each shipment.
- XI. All Cartons and Packages must be clearly marked as to quantity and contents. Parts must be packaged in standard.
- XII. No Invoice will be processed for payment unless a signed Bill of Lading is attached.
- XIII. No invoice will be processed for payment unless invoiced material is complete.
- XIV. All Goods must meet Underwriters Laboratory Specifications.
- XV. Seller represents that with respect to the production of the articles and/or the performance of the services covered by this Order, it has fully complied with all applicable sections of the Fair Labor Standards Act of 1938, as amended.
- XVI. This Order is given by the Vendee and is accepted by the Vendor upon condition that Vendor will protect and hold the Vendee harmless against any and all liability, loss or expense by reason of any patent or trade mark litigation now existing or to be hereafter commenced, arising out of any infringement of patent or trade mark on the Merchandise hereby ordered or any part thereof.