

TERMS AND CONDITIONS OF SALE



For Shipments Within the United States and Canada
or Services Performed Within the United States and Canada
Effective December 1, 2022

All sales of items as well as quoted items are made pursuant to these standard terms and conditions of sale. CYCLONE LIGHTING will not be bound by the terms and conditions stated in a customer's purchase order to the extent that the purchase order attempts to vary any of our standard sales terms.

PRICING:

Quotations are valid for thirty (30) days unless stated otherwise on the quote. Released orders that for any reason ship greater than ninety (90) days after release are subject to be invoiced at prices in effect at time of shipment, unless specifically stated otherwise on the order. Orders entered on hold for release are subject to a price review after ninety (90) days. In the event that design or BOM changes are required during the submittal process, the BOM will be requoted at return of the signed project submittal (unless superseded by a requote as requested by the agent prior to the notification of changes).

All prices, finishes and manufacturing details are subject to change without notice. Local sales taxes when applicable, will also be added under a separate heading when CYCLONE LIGHTING is held responsible to collect such taxes. If CYCLONE LIGHTING is not responsible to collect such taxes, the customer will have the entire responsibility of remitting such taxes.

MINIMUM ORDER:

The minimum acceptable order is \$300 book price, with the exception of orders for replacement parts which carry a \$100 minimum

TERMS:

Payment terms are net 30 days from the invoice date.

Past due accounts will be subject to a service charge equal to 1½ % per month but in no event higher than permitted by applicable law. In addition to a late payment charge, the customer shall be liable for costs and expenses associated with collection of past due accounts, including reasonable attorney's fees. We reserve the right to place past due accounts on credit hold and/or to cancel outstanding orders, acknowledgments, and pending shipments. Default in payment of any amount due shall result in acceleration of the payment of all amounts due, at our discretion.

NEW ACCOUNTS:

Any new account will require a deposit on each order (up to 50%), until credit is established to the satisfaction of Cyclone Lighting.

FREIGHT AND DELIVERY:

All sales are FOB factory. CYCLONE LIGHTING will prepay freight for orders exceeding \$3,000.00 NET for shipments within North America, with the exception of Yukon, North West Territories, Alaska & Hawaii. For these destinations, freight will be allowed to the state/province with the nearest transfer point. When the goods are to be shipped by container the container must be delivered to Cyclone's manufacturing plant three days prior to shipment date. The choice of carrier will be determined by CYCLONE LIGHTING, unless otherwise specified by buyer, in which case the buyer will be responsible for any extra charges. All risk of loss or damage passes to the buyer upon our delivery of goods to the carrier at FOB point (factory). Should loss or damage occur, the buyer must immediately file a claim with the carrier. A delay of no later than 24 hours is recommended. (Consult carrier for instructions on how to file a claim). All shipment and delivery dates are estimates only and CYCLONE LIGHTING shall not be responsible for any damages, airfreight or other added charges if goods are not shipped or delivered on estimated dates. CYCLONE LIGHTING reserves the right to ship earlier than the estimated shipment date unless otherwise specified in writing by the customer prior to shipment.. Freight terms apply to the division products shown in this price list and may not be combined with other division products for freight allowance. Orders already in process will be considered separate orders for freight prepayments.

CYCLONE LIGHTING ships all product at the time it is completed in production. An order with multiple items may ship in partial shipments, unless the customer's purchase order clearly states "Ship Complete".

DROP SHIPMENTS:

Drop shipments will be made to the distributor's customers provided the destination is within the distributor's normal trading area, except Yukon, North West Territories, Alaska and Hawaii, in which case additional freight charges will be levied.

CLAIMS:

Damage to, or loss of any goods in transit must be noted on the carriers delivery freight bill. Rates are determined in proportion to the damage liability; therefore, the carrier, and not the shipper, should be charged with any loss or damage. Cyclone will provide the purchaser with whatever assistance is needed but will not file the claim. Replacement goods must be ordered and paid for by the consignee. The Buyer shall not withhold payment of invoices pending settlement of claims.

RETURN AND CANCELLATIONS:

All sales are final. Custom and/or modified products are non-cancelable and non-returnable. Standard products, however, may be subject to cancellation if cancelled within 5 working days from date of receipt of order (a 35% cancellation charge may apply). No products will be accepted for return without our prior approval and must be accompanied by a Return Goods Authorization, which can only be obtained from the Sales Coordinator. Return freight must be prepaid. Upon receipt and inspection of goods, a credit will be issued. A restocking charge of 30% and a reconditioning charge (if necessary) will be applied. Goods returned under warranty for defects in material of workmanship or error shall be accepted for repair, replacement or full credit without restocking charges (in accordance with the results of the inspection of goods). Advance shipments by us may not be returned without our approval.

CANCELLATION CHARGES:

After receipt of approved drawings and release of the order the following charges would apply: Standard products: 35% of selling price,
Custom products: 100% of selling price.

CHANGE ORDER FEES

The following fees will apply in case of product modification or change in quantity after an order has been released and scheduled:

2 weeks after release 10% of order value

4 weeks after release 20% of order value

6 weeks after release 50% of order value
depending on type of modification.

2 weeks prior to shipment – no modification will be accepted without a complete price revision. Any change in an order will automatically involve a rescheduling of the shipment date.

LIMITED WARRANTY

Statements of the limited warranties provided by Acuity Brands for Acuity Brands products, services and service offerings are available at <https://www.acuitybrands.com/support/warranty/terms-and-conditions> under Product Warranties.