



## LAMP TERMS AND SALES POLICY

### PRICING:

- 1) Distributor Net prices per lamp as listed in the EYE Lighting International of North America, Inc. "Confidential EYE Distributor Lamp and Ballast Price List" are effective May 4, 2009.
- 2) Drop Ship prices per lamp could apply when shipping to other than distributor warehouse locations. Drop Ship Prices represents a 5% adder to the Distributor Net prices.
- 3) Unless otherwise agreed, pricing will be based upon the "Confidential EYE Distributor Lamp and Ballast Price List" in effect at date of shipment.
- 4) All prices are subject to change without notice.
- 5) **Valid Quotation numbers are required to be referenced on all purchase orders for quoted pricing to apply otherwise, pricing is based upon the "Confidential EYE Distributor Lamp and Ballast Price List" in effect at date of shipment.**

### TERMS:

- 1) Net 30 days from shipping date of invoice.
- 2) Late Payment: A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, will be added to any portion of purchaser's outstanding balance which is not paid within 30 days after invoice date.
- 3) Credit cards also accepted.

### BROKEN CASE:

- 1) For orders less than case quantities (\$500 for Halogen Lamps / \$750 all other lamps), a special handling charge of \$5.00 per line item will be added to the invoice to cover the additional costs of breaking down and repacking less than full case quantities.

### SHIPPING:

- 1) F.O.B. / F.C.A. shipping point.
- 2) For orders less than \$750.00, freight is prepaid and charged (\$2,000 for Alaska and Hawaii.)
- 3) For orders \$750.00 and greater, freight is prepaid and allowed (\$2,000 for Alaska and Hawaii.) International shipments freight is F.C.A. named US destination.
- 4) For Halogen orders less than \$500.00, freight is prepaid and charged within the continental United States.
- 5) For Halogen orders greater than \$500.00, freight is prepaid and allowed within the continental United States. International shipments the freight is F.C.A. named US destination.
- 1) If the \$500.00 Halogen order minimum is met, any additional products may be added and freight will be prepaid and allowed within the continental United States. International shipments freight is F.C.A. named US destination.
- 2) Risk of Loss: Unless otherwise agreed to in writing, delivery shall be complete upon transfer of possession to a common Carrier F.C.A. shipping point, whereupon all risk of loss, damage or destruction to the goods shall pass to the purchaser. Claims for losses or damage incurred during transit should be reported directly to the carrier immediately upon receipt of shipment. EYE Lighting International of North America, Inc. assumes no responsibility for the collection of a loss claim.
- 3) Purchaser is responsible for any extra cost due to the purchaser's specific transportation instructions.

### TAXES AND SPECIAL FEES:

- 1) Any sales use or other taxes, which may be imposed upon this sale or use of goods, or any special fees required to complete the sale will be in addition to the quoted prices and will be paid by the purchaser.

### RETURN MATERIAL AUTHORIZATION (RMA):

- 1) Written authorization from EYE Lighting International of North America, Inc. is required prior to any return.
- 2) Requests for return authorization for credit or exchange must be made within 30 days.
- 3) All returns must be clearly marked with a return authorization number (RMA#) and include a copy of the original invoice to ensure proper credit to the purchaser.
- 4) Only current items in original cartons that are in re-saleable condition may be returned.
- 5) All return shipments must be insured and shipped prepaid at the purchaser's expense.
- 6) A 30% restocking fee will be added to all items returned for credit or exchange.
- 7) The 30% restocking fee will be waived if a replacement order is immediately placed totaling **two** times the value of the returned items.

### EYE Lighting International of North America, Inc.

A division of Iwasaki Electric of Japan  
9150 Hendricks Road  
Mentor, Ohio 44060

Tel: (440) 350-7000

Fax: (440)350-7001

[www.evelighting.com](http://www.evelighting.com)

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