

## Harris Manufacturing, Inc. - Terms and Conditions of Sale

**Acceptance/Governing Terms:** These Terms and Conditions of Sale ("Agreement") shall apply to all sales of products and services by Harris Manufacturing Inc. ("Harris") a Florida corporation. As used in these Terms and Conditions of Sale, "we" and "our" shall refer to Harris and "you" and "your" refer to customer or the person purchasing goods and services from Harris.

Unless otherwise specifically agreed in writing by the chief executive officer of Harris, any different or additional terms and conditions proposed by you in a purchase order, response to a quotation, or other proposal are hereby rejected by Harris and shall not be incorporated into the Agreement. Your assent to these Terms and Conditions of Sale shall be conclusively presumed from your ordering products or services quoted by Harris, your failure to object in writing to these Terms and Conditions of Sale within ten business days of shipment by Harris and/or your acceptance of all or part of any products or services ordered. If Harris is found to have acknowledged your order or proposal, and such acknowledgement constitutes an acceptance of an offer, such acceptance is expressly made conditional on your assent solely to these Terms and Condition of Sale which shall control over any conflicting or inconsistent terms and conditions and form part of the acknowledgment and acceptance by you of any Harris products or services and shall be deemed to constitute such assent. If any quotation or other document provided to you by Harris is deemed to constitute an offer to you, your acceptance of such offer is limited to these Terms and Conditions of Sale.

**Terms of Payment:** Terms of payment for Harris Manufacturing products and services shall be as follows:

Advance payments or deposits as per Invoices; otherwise, net due in 30 days from date of invoice.

Harris reserves the right to charge and you agree to pay a service charge of 1.5% per month, compounded monthly, on any balance which you have not timely paid and which is past due from the agreed upon terms. Should it be necessary for Harris to institute collection processes to collect any past due amounts from you, Harris shall be entitled to recover its costs and expenses, including, without limitation, attorney's fees and other associated legal costs. Notwithstanding the acceptance of an order from you by Harris, Harris reserves the right not to ship material to you in the event you are not paying in accordance with agreed terms or, in the sole opinion of Harris, you may be unable to meet your payment obligation to Harris when due.

**Freight Terms:** For all individual orders with an invoiced value of less than \$3,500.00, Harris will prepay freight charges and add them to your invoice. Individual orders exceeding \$3,500.00 qualify for a freight allowance not to exceed 5% of the value of the goods invoiced.

Customers choosing to use their own freight carrier will qualify for a discount of 4% of the value of the goods invoiced. To qualify for this discount you must notify Harris in advance and arrange shipping for your order using your company's freight accounts. You must instruct your freight carrier to bill your company directly for charges incurred.

You are responsible for any freight surcharges or demurrage as charged by the shipping companies and agree to pay for those charges along with all other properly invoiced amounts. For any shipment outside the continental United States, you should consult Harris regarding any special freight matters.

You may request partial shipments, provided you pay any additional freight charges along with any other additional cost incurred by Harris to accommodate the requested partial shipment. When Harris bears the cost of shipment, Harris reserves the right to ship all your orders in one complete shipment. Partial shipments may also be made at Harris' discretion. Harris will not be responsible for storage, demurrage charges or cartage charges beyond the destination address acknowledged by Harris. If you require a 24 hour notice before delivery then a service charge of \$50.00 will be prepaid and added to Harris' invoice to you in order to offset the carrier's charge. All shipments will be made via carriers selected by Harris.

**Claims Terms:** Title to all products shall pass from Harris to you upon execution of a bill of lading or tender of freight to carrier's agent or your agent; whichever shall first occur. All claims for loss or damage in transit must be made by you or the consignee to the specific carrier within 30 days from date shipment leaves Harris' premises.

**Shipping Dates:** Shipping dates are approximate and are based on conditions existing at the time of Harris' receipt of your firm order and full information. Harris will in good faith endeavor to ship by the estimated shipping date but it shall not be responsible for any delay or any damage arising there from, including without limitation direct, consequential, incidental or indirect damages, losses or claims.

**Returns:** No goods or materials may be returned by you or any unperformed services cancelled without prior written authorization in the form of a Return Goods or Services Cancellation Authorization (RGA) which has been issued by Harris expressly for the goods or materials to be returned or the services to be cancelled. The RGA will be issued at the sole discretion of Harris and must be requested by you in writing within 30 days of the original shipment date for goods and materials or 30 days prior to the scheduled time for performance of services. Except with respect to defective items, returned goods and materials must be in its original sealed cartons. You may not return any special products, custom-made product, or outdated or modified versions of cataloged factory stocking items. The minimum value for which an RGA will be issued is \$500. All returns or cancellations will be subject to a minimum 25% handling and restocking/cancellation charge, and an adjustment will be made for the freight expense of the original shipment if allowed by the carrier. Merchandise accepted for return must be shipped prepaid to Harris' factory or as instructed by Harris.

**Order Cancellation Terms; Excusable Delays:** Harris may accept order cancellations solely at the option of Harris but in no event shall a cancellation be allowed after the products are produced by Harris. Harris may, in its sole discretion, attempt to sell your products and or services you request be cancelled, but in the event it elects not to

attempt mitigation or its efforts are not successful, you will pay for the goods, materials and/or services as per agreed terms. Verbal order cancellations will not be accepted. Neither party shall be liable for damages resulting from delays arising out of causes beyond its control and without its fault or negligence, including acts of God, acts of the Government, fires, floods, strikes, freight embargoes, labor disputes, and unusually severe weather, nor shall such delay affect the remainder of this order. The party claiming excusable delay will notify the other party within ten (10) days after the beginning of the cause for delay, setting forth the delay and the estimated duration of such delay.

**Minimum Order Policy; Pricing:** A service charge of \$35.00 will be added to all original orders which total less than \$500.00 net. Prices are subject to change without notice. All price quotations are valid for 60 days beyond which Harris reserves the right to accept or revise the price originally quoted. Prices on confirmed or accepted orders are subject to adjustment after twelve (12) months due to costs of inflation, material price increases, etc.

**Changes in Product Design:** Harris reserves the right to change, discontinue or modify the design and construction of any of its products and to substitute material and components of equal or superior quality to that originally specified where such substitution does not materially affect the form, fit, or function of the original specified product or material.

**Warranty:** Harris warrants all products and components for a period of one year from date of purchase to remain free from defect in materials and workmanship. Services are warranted for sixty (60) days from their performance.

This warranty excludes any condition of Harris' products and their component parts resulting from fire, accident, abuse, negligence, objects striking the products, or corrosive atmospheres such as chemical fumes, alkaline, acidic or other chemical atmosphere or any products which may have been altered or repaired outside of Harris' factory. Harris' warranty does not apply to ballast, lamp, lamp holders, sensors, or lenses and any claim on these items must be made with the manufacturer of the particular component.

Should Harris' products and their component parts exhibit a condition or deterioration in breach of this warranty, Harris' obligation is solely to replace such products and/or their component parts in breach of this warranty with equivalent products and/or component parts, excluding custom fabrication and installation costs, Harris shall not be liable for any incidental or consequential damages for breach of warranty. Harris makes no warranty except as set forth herein and specifically disclaims any and all implied warranties or any warranties of merchantability or fitness for a particular purpose.

### Limitation of Liability:

**IN NO EVENT SHALL HARRIS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE HARRIS' PRODUCTS OR THEIR FAILURE OR EFFECT ON YOUR BUSINESS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Custom Designed Product Procedure and Terms:** A purchase order must be generated for all samples of custom products. "No Charge" samples of custom designed product are not permitted without Harris' prior written approval. Harris will not accept an order for custom designed products for a quantity less than 100 complete units and may require a deposit or advance payment of all or part of the purchase price.

No amount of brackets or reflectors will be produced without a sample of the actual fixture into which the kit is to be installed or detailed drawings of the fixture. After a mock-up sample has been produced, this sample will be sent to you for approval. You must provide written approval to Harris that states the product as provided in mock-up sample and/or drawings is compatible and confirming the release of the order.

Upon approval of sample and/or drawings Harris will accept and proceed with a Purchase order. These samples will be billed out at the quoted price. A design fee of \$150 will also be charged at that time. If the value of the order exceeds \$5000.00 the design charge will be credited toward the order. In the event you wish to circumvent Harris' standard custom policy you accept full responsibility for the compatibility of the product and Harris will not make any modifications nor replace any components without our traditional charges. Absolutely no returns of custom designed and manufactured product and/or material will be allowed.

**Audit and Engineering Data:** While Harris uses state of the art technologies, computer programs, third party testing data, generally accepted industry standards and reasonable care to insure that the most accurate data possible is used in any of Harris' projections, Harris cannot and does not, because of inherent differences in facilities, power sources, designs, and uses within a facility as well as other existing known and unknown conditions, guarantee complete certainty and accuracy in any of Harris' projections. Customer agrees that Harris' projections are to be used as averages only and are in no way guarantees of specific performance in any one location.

Accepted this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_:

By: \_\_\_\_\_ Title \_\_\_\_\_  
(Authorized Customer Representative Signature)

Name: \_\_\_\_\_  
(Printed)