

STANDARD TERMS AND CONDITIONS OF SALE

All sales of the items in this price list, as well as any other products sold by Philips Consumer Luminaires North America are made pursuant to these Standard Terms and Conditions of Sale and additional Terms and Conditions as set forth in PCLNA's Invoice. These Terms and Conditions apply to all sales regardless of the media used to order products, including but not limited to, phone, mail, fax, or electronically. Philips Consumer Luminaires North America will not be bound by terms and conditions stated in a customer's purchase order to the extent that the purchase order attempts to vary any of PCLNA's standard sales terms. Philips Consumer Luminaires North America reserves the right to refuse any purchase order. All pricing referred to herein is in United States Dollars.

GENERAL POLICY

All prices subject to Federal, State and Local Tax where applicable, the cost of which will be the responsibility of the customer. Standard packages cannot be broken on those items marked with a (+) in the Std. Pk. column of the price list and orders will be increased to standard pack quantities. On items that the standard pack can be broken, a 20% surcharge will be applied to the sales price on quantities purchased not meeting the standard package quantities. All shipment and delivery dates stated in purchase orders will be considered requests for approximate delivery dates only. Philips Consumer Luminaires North America reserves the rights to change or substitute goods of like grade, quality and function in the event that those ordered are not available.

DUPLICATE ORDERS POLICY

In the event a customer duplicates an order and the duplicate orders ship, the customer can either accept the duplicate order and remit accordingly, or return the duplicate order to Philips Consumer Luminaires North America and bear the responsibility of inbound and outbound freight and pay a minimum of a 30% restocking charge.

FREIGHT POLICY

All sales are F.O.B. Philips Consumer Luminaires North America facility. Freight costs are the responsibility of the customer; however, freight will be allowed to destination on \$2,000 net or more per order to a single destination within the 48 contiguous United States. Orders over \$2,000 for shipment outside the contiguous United States will be shipped F.O.B. PCLNA facility, with freight allowed to U.S. point of discharge. Orders not exceeding \$2,000 will be shipped freight collect or prepay and add. When freight is allowed the carrier is to be selected by Philips Consumer Luminaires North America. When customer selects carrier, the cost of freight will be the customers' responsibility and will be shipped collect. Airfreight shipments made at customer request will be honored if customer pays total freight charges. Proof of Delivery requests must be made within the terms of the carrier, are to be filed by the customer and any associated costs imposed by carrier will be borne by customer. The customer must make claims for shortage or damage directly to the delivering carrier. Shipments must be inspected upon receipt and exceptions noted on delivery receipt for claims to be honored by carrier. Claims for shortage or damage incurred when delivered by PCLNA truck fleet must be made within fifteen (15) days of delivery date. Philips Consumer Luminaires North America will not be liable for airfreight or other charges if goods are not shipped on original requested ship date. In the event items are backordered on a freight allowed order, these items will be shipped when available with the customer's next freight allowed order.

Canadian orders of \$1,800US net or more will be shipped freight allowed to a single location. Customers bear the responsibility of paying any costs of entry for the products into Canada including, but not limited to taxes, fees, tariffs, etc., to allow entry of the product; payment is to be arranged by the customer through their designated broker or entry agent at, or prior to, time of entry. Customers are responsible for freight costs on orders under \$1,800US. Outside of order size for freight allowance and entry costs, all other standard freight policies apply.

PAYMENT AND CREDIT TERMS

Date of invoice shall be date of shipment. Invoices are due in full on a Net 30-Day basis from the date of invoice. All customer account credit limits shall be established entirely at Philips Consumer Luminaires North America discretion and shall be subject to change without notice. Past due amounts are subject to a service charge equal to 1.5% per month, but in no event higher than permitted by applicable law. In addition to such late payment charges, costs and expenses associated with collection of past due amounts, including reasonable attorney's fees shall be added to amounts past due. Philips Consumer Luminaires North America reserves the right to place accounts on credit hold and/or cancel unfilled orders.

ORDER CANCELLATION TERMS AND CHARGES SPECIAL ORDERS

Cancellation of orders on normal stocking items will be accepted only if received prior to shipment of the order; however, Philips Consumer Luminaires North America reserves the right to assess a 50% cancellation fee on regular stocking items ordered in unusually large quantities. Special or custom orders may not be cancelled. Special or custom orders, or orders of an unusually large quantity of regular stocking product, may require a minimum prepayment of 50% of the order value, payable at time of order.

RETURNS POLICY

No products will be accepted for return without Philips Consumer Luminaires North America WRITTEN APPROVAL. All returns must be accompanied by a properly authorized Return Authorization initiated by the local Philips Consumer Luminaires North America Sales Representative. Return freight costs and any other costs associated with a return are the responsibility of the customer and must be prepaid. Products must be returned in a factory sealed carton and in a saleable condition, as deemed by Philips Consumer Luminaires North America. If these return conditions are not met, credit will not be issued, and the original amount billed will be due from the customer.

Credit will be issued for standard products accepted for return at the original price invoiced, from which will be deducted a minimum restocking charge of 30%. In no event will Philips Consumer Luminaires North America allow a customer return for more than 10% of the customer's previous year's dollar purchases.

Products returned for defects in material or workmanship, or error in shipment, above \$100USD will be accepted for credit at original invoice price without service charge once Philips Consumer Luminaires North America has verified the defect or error and the product has either been returned to the local PCLNA warehouse or photocopies of damage goods are provided to Philips Consumer Luminaires North America. Defective product under \$100USD will be accepted for credit at original invoice price without service charge only once approved by the local Philips Consumer Luminaires Sales Representative. Special or custom-made products, including units that are modified from standard units, cannot be returned for credit.

Product returned as damaged during shipment must be filed with the freight carrier within fifteen (15) days of the delivery date. Upon receipt of filing the claim a credit will be issued at the original invoice price without service charge.

QUOTATIONS AND PRICING

Only prices in this price schedule or issued by Philips Consumer Luminaires North America on a PCLNA standard quotation form are valid. To receive pricing stated in a quotation, the quotation number must be specified on the purchase order. Quotations may be withdrawn at any time before shipment. Quotations will not be honored after the date indicated on the Philips Consumer Luminaires North America quotation form.

Philips Consumer Luminaires North America reserves the right to invoice all orders at prices in effect at time of shipment unless quotation specifically stipulates otherwise.

LIMITED WARRANTY:

Manufacturer warrants that each Product will be free from any defects in materials and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation accompanying the Product (the "Specifications"). The foregoing warranty shall be valid for a period of 12 months from date of Purchaser's purchase (the invoice date) from Manufacturer; provided, however, that for all LED Products, the foregoing warranty shall be valid for a period of 36 months from date of Purchaser's purchase (the invoice date) from Manufacturer. If a Product fails to operate in accordance with this warranty Manufacturer will provide free replacement of the failed Product subject to the terms and conditions set forth below.

TERMS AND CONDITIONS:

If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's Products Return Policy within the warranty period, and upon examination Manufacturer determines to its satisfaction that such Product failed to satisfy this warranty, Manufacturer will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses. If Manufacturer chooses to replace the Product and is not able to do so because the Product has been discontinued or is not available, Manufacturer may replace it with a comparable product. This limited warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the Specifications. This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use. This Warranty shall become void in the event any repairs or alterations not duly authorized by Manufacturer in writing are made to the Product by any person.

Manufacturer's warranty flows only to Purchaser. Except for any warranty card which may be packed with a Product by Manufacturer, Purchaser is not authorized to offer or extend warranties on Manufacturer's behalf to anyone. Any unauthorized warranties given by Purchaser shall remain Purchaser's sole responsibility. Purchaser is solely responsible for determining the suitability of Manufacturer's Products for Purchaser's use or resale.

THIRD PARTY WARRANTIES:

With respect to ballasts supplied with fluorescent products and any other products sold to the Purchaser by Manufacturer but not manufactured by Manufacturer, MANUFACTURER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to the Purchaser upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

NO IMPLIED OR OTHER WARRANTIES:

THE WARRANTIES GIVEN IN THESE TERMS ARE THE ONLY WARRANTIES GIVEN BY THE MANUFACTURER WITH RESPECT TO THE PRODUCTS AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY, AND MANUFACTURER'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY THOSE EXPLICITLY SET FORTH HEREIN.

No agent, employee or representative of Manufacturer has any authority to bind Manufacturer to any affirmation, representation or warranty concerning goods sold by Manufacturer and unless an affirmation, representation or warranty is specifically included herein or in Manufacturer's sales acknowledgement, it does not form a part of the basis of any bargain between Manufacturer and Purchaser and shall not be enforceable by Purchaser.

LIMITATION OF LIABILITY:

An essential purpose of the limited exclusive liabilities and remedies in this Agreement is allocation of risks between Manufacturer and Purchaser, which allocation of risks is reflected in the purchase price for the Products. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR MANUFACTURER'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

All Forecast products are subject to revision to comply with changes in U.L. standards. In addition, products are subject to change due to availability and cost changes of materials. Also, products may be changed to comply with energy and any applicable government standards.

Bold indicates new product.

LIST OF FINISH CODES

16 Gun Metal	12 Glacier Silver	49 Bronze Luster	72 High Bloss Black
35 Chrome	18 Black Pewter	50 Bronze Patina	36 White
15 Textured White	20 Sorrel Bronze	55 Auburn Bronze	EI Electronic Ballast 120V
59 Satin Aluminum	32 Distressed Iron	58 Brush Grey	NI Magnetic Ballast NPF 120V
23 Brushed Nickel/Brushed Brass	33 Wrought Iron	36 Bronze Umber	NV New Version (revised construction)
40 Burnished Umber	36 Satin Nickel	62 Metallic Silver	U Universal Electronic Ballast 120V-277V
10 Graphite	39 Noble Bronze	65 Silver Rust	
11 Bronze TDL	41 Vista Silver	59 Deep Bronze	
	48 Mocha	68 Metlot Bronze	

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