STANDARD TERMS AND CONDITIONS OF SALE

QUOTATIONS:
A. The prices shown in OCL price list or in any order acknowledgement are prices prevailing at the
present time. OCL reserves the right to change such prices at any time without notice. Unless otherwise specifically provided in writing, orders will be billed at prices prevailing at time of shipment.
B. Prices issued by a written standard quotation are firm for thirty (30) days from date of quotation.
C. Orders for less than $250.00 net will be subject to minimum billing of $250.
D. Orders for special merchandise other than described in the OCL catalog are subject to a minimum billing of $1,000 per each "special" line item on order with a minimum order for all such "special" line items of $5,000.

MINIMUM ORDERS:
A. Orders for less than $250.00 net will be subject to minimum billing of $250.
B. Orders for special merchandise other than described in the OCL catalog are subject to a minimum billing of $1,000 per each "special" line item on order with a minimum order for all such "special" line items of $5,000.

PURCHASE ORDERS:
A. The acceptance of the Buyer's purchase order is contingent upon written acknowledgment by OCL at its Home Office in the form of a letter or printed acknowledgement.
B. The acceptance of Buyer's order is expressly made conditional upon Buyer's assent to the terms and conditions stated herein and in the OCL printed acknowledgement. OCL agrees to furnish the merchandise covered by its price list only upon such terms and conditions. In the absence of any written notification to the contrary, and by virtue of the issuance of a purchase order, Buyer shall be deemed to have accepted terms and conditions as stated herein and in the OCL acknowledgement.
C. OCL reserves the right to refuse to provide objects contained in Buyer's forms shall not be deemed a waiver of the applicability of OCL's terms and conditions.
D. All additions, deletions or other changes to or in order are subject to all of the Terms and Conditions herein.

SPECIFICATIONS; VARIATIONS; ERRORS:
A. The Original Cast Lighting shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) has been paid by Buyer. In the event Buyer shall default in payment of the purchase price, OCL shall have the right, in addition to and not exclusive of any other rights it may have under the Uniform Commercial Code or otherwise, to enter upon the premises where the goods are located and retake possession thereof, without notice, free from any claims or defenses of the Buyer of its obligation to accept remaining shipments.
B. OCL reserves the right to refuse delivery of non-conforming merchandise, as defined herein, to Buyer if Buyer does not have OCL's prior written approval will be honored, accepted or paid by OCL. Replacement products or components may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. Charges for products or components which have been returned, repaired, altered or changed other than in accordance with the price protection period (standard or non-standard) will be credited at salvage value or less costs of repairs.

RETURNED GOODS:
A. Requests to return non-defective merchandise must be made within ninety (90) days from the date of shipment. This warranty applies to product finishes, including powder-coat exterior finishes, and will not apply to express exclusion of all other exterior metal finishes. The warranty period for all non-powder-coat exterior metal finishes shall be one (1) year from the date of shipment. All warranty claims hereunder must be presented to OCL in writing within the applicable warranty period. The warranty applies only to products that have been properly installed, operated, and maintained and is expressly nontransferable to (i) any products that have been repaired, altered, or changed other than in accordance with instructions and directions furnished by OCL in writing, or (ii) any products that have not been installed, operated, or maintained in accordance with instructions or directions furnished by OCL in writing, or (iii) any products that have been installed, operated, or treated in any manner which, in its reasonable judgment of OCL, adversely affects its reliability and performance, or (iv) any products that have been damaged by accident, neglect, misuse, abuse, or natural disaster, or subjected to any unsuitable physical conditions, other than as set forth in the OCL's instructions.
B. Returns must be made freight prepaid within forty-five (45) days of the date of OCL's Issuance of the Return Authorization.
C. Returns are subject to a 25% restocking charge and must be accompanied by full instructions on the order itself.
D. No agent, employee, or representative of OCL nor any third party has any authority to bind OCL, to affirm any, representation, warranty or training concerning products sold by OCL except as expressly provided in writing by OCL and agreed to in advance by OCL in writing.

CLAIMS & ADJUSTMENTS:
A. Claims for shipping errors or merchandise defects will be waived unless made in writing to OCL, 11902 Lackland Road, St. Louis, MO 63146, and within thirty (30) days after receipt of merchandise. OCL's sole responsibility and obligation in the event of defective merchandise shall be limited to the replacement of the merchandise or, at OCL's option, its own costs to repair or replace the merchandise or, OCL shall be liable for any other damage or loss which may be sustained or claimed.
B. Claims for shortages, losses, and apparent or concealed damages sustained in transit shall be made known to OCL in writing within ten (10) days after delivery, and no claim for such will be entertained by OCL unless written notice of the claim is given to OCL within ten (10) days after delivery.
C. OCL's entire liability and exclusive remedy to you under this warranty shall be the repair or replacement of any affected products, at OCL's sole discretion. Buyer is responsible for all shipping and/or packaging charges to and from OCL's factory. No charge-backs, or charge-back credits will be issued by OCL.

TRADEMARKS;
A. All OCL trademarked products and components are warranted as above for the remainder of the original applicable warranty period. In the event of a conflict between a customer's written order and OCL's drawing or specification sheet marked "approved," OCL's drawing or specification sheet shall prevail.

DISCLAIMER OF WARRANTIES:
A. OCL hereby disclaims any and all warranties, whether express, implied or statutory, including, without limitation, any implied WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT POSSIBLE, OCL DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT POSSIBLE, OCL DISCLAIMS ALL WARRANTIES, WHETHER INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR OTHER LOSS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF OCL IN THE DELIVERY OF THE PRODUCTS OR IN THE PERFORMANCE OF ANY OBLIGATION TO BUYER. IN ANY EVENT, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM IS BASED, OCL HAS NO LIABILITY WHATSOEVER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF OCL IN THE DELIVERY OF THE PRODUCTS OR IN THE PERFORMANCE OF ANY OBLIGATION TO BUYER.
B. Upon request, OCL will provide evidence of goods turned over to a carrier, but reserves the right to charge a reasonable fee for all proof of delivery requests.

RETURNED GOODS:
A. Returns to request non-defective merchandise must be made within ninety (90) days from the date of delivery. All returned merchandise must be in new condition, as sold by OCL, with all original packaging intact and properly re-boxed.
B. Only regular items in the current line are returnable. Special, made-to-order, or discontinued merchandise is not subject to return.
C. Material with invoice value of $250 or less is not subject to return.
D. Returns of orders drp-shipped to job site will be limited to ten percent (10%) of the original labor.
E. All returns goods must be accompanied by a "Return Goods Authorization (R.G.A.)" issued by OCL.
F. Merchandise must be returned in the original factory-sealed cartons in salable condition.

GENERAL:
A. All additions, deletions or other changes to or in order are subject to the foregoing terms and conditions.
B. Possession of a price list is not in itself an offer to sell.
C. These Terms and Conditions shall be interpreted and construed in accordance with the laws of the State of Missouri, U.S.A., without regard to its choice of law principles. The jurisdictional venue for any legal proceedings involving these Terms and Conditions or the transaction contemplated herein shall be held in any applicable state or federal court located in Saint Louis County, State of Missouri, U.S.A.