

TERMS AND CONDITIONS

These terms and conditions supersede all those published and issued previously by Photinus. All products ordered from Photinus or appointed Sales Agencies constitutes acceptance of the terms set forth herein, as such terms may be updated or revised. These Terms and Conditions constitute the entire agreement between Photinus and the Buyer, and supersede other communications between the two parties, whether written or oral.

ORDER ACCEPTANCE

All orders are subject to acceptance by Photinus, which reserves the right to refuse any order. Acceptance of any order is subject to availability of products and the ability of Photinus to deliver. Buyers will be directed to the nearest appointed sales agency in their area. In the case of which a specified area is not covered by a sales agent, the buyer may purchase or inquire directly through Photinus.

PRICING

All prices stated in the price list are in US Dollars and subject to change without notice. Photinus must confirm all quotations. Quotations will be valid for a period of thirty (30) days from date of quotation from Photinus.

SALES AND TAXES

Prices do not include Federal, State or Municipal sales, use or excise or similar taxes. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of Photinus equipment, shall be paid by the Buyer; the Buyer shall provide Photinus with a tax exemption certificate acceptable to the taxing authorities.

TERMS OF PAYMENT

All orders subject to approval. All orders require a 50% deposit payment prior to production release and the balance due prior to shipping. There is a \$25.00 charge for returned checks.

MINIMUM ORDER

No minimum order amount.

SHIPPING

Most merchandise is shipped within 4 to 8 weeks. Photinus will do its best efforts to meet shipment or delivery dates specified by Photinus; stated dates are estimates only. The Buyer is responsible for packaging costs and shipping costs. All shipping charges will be added to the invoice amount, unless shipping is arranged on the purchaser's carrier account. Large orders will be packed to avoid any possible damage during shipping. Packaging and crating costs will be listed separately. This may be an estimate to be finalized on the invoice. Risk of loss and title of goods shall pass to Buyer upon delivery to the designated carrier. Photinus will not be liable for any delay or non-delivery in shipping for any reason, but not limited to delay or non-delivery caused directly or indirectly by Acts of God, fire, flood, strike or lockout or other labor dispute, accident, civil commotion, riot, war, governmental regulation or order, whether or not it later proves invalid, or from any other cause or causes beyond Photinus' control. In no case will Photinus be liable for loss of profits or any indirect, special, incidental, multiple, punitive or consequential damages on account of any delay in delivery or non-delivery whether or not excused hereunder. Buyer requests for shipping deferment must be approved by Photinus and are subject to price negotiation. At no time will Photinus be responsible for any cartage or storage charges at destination. Claims for loss or damage must be reported directly to the carrier. Photinus' willingness to assist does not indicate liability for claim or replacement.

FREIGHT ALLOWANCE AND F.O.B. POINT

All orders are prepaid and add, no freight allowed. F.O.B. Houston Texas.

CANCELLATIONS

Photinus will always try to accommodate requests for cancellations but cannot guarantee stoppage of shipment for stocked products. If an order is stopped during production or after shipping arrangements have been made, the buyer shall pay any costs associated with this order. Cancellations may include a cancellation charge up to the price of the product. If a cancellation request is received and the order cannot be stopped the product can be returned according to terms as stated in the Returns section herein. Custom, non-stock, or special orders are non-cancellable.

RETURNS

All returned goods require an RMA (Return Merchandise Authorization). All returned merchandise is subject to Photinus approval and must comply with official return policy. Request for permission to return merchandise must be made within twenty (20) days from date of shipment with exception to defective products, and Buyer must provide original Photinus invoice number. All returned goods must be in unopened original packaging for credit to be issued. Items returned for refund will be shipped at buyer's expense. Incoming return packages must have, clearly stated on the outside of the package as well as all pertaining paperwork, the Return Merchandise Authorization (RMA) number. Products will be inspected upon return and these conditions must be verified and approved by Photinus before return procedures can advance. If products are not in original resalable condition as above, all products will be returned to the customer, shipped at the customer's expense, without any credits issued. A minimum of 50% restocking-fee will be charged on standard products and will be deducted from all credits issued on authorized standard product returns. Credit will be issued for only the actual quantity received and accepted, and will be based on original invoice price. Material must be received by Photinus within thirty (30) days of issuance of the RMA and must be a non-discontinued product. Photinus reserves the right to deduct for any damage sustained in transit. Unauthorized returns will be refused. All non-stocking, cut to length, special or custom made products, or discontinued items are not returnable. If the return of goods is proved to be a fault of Photinus and permission is granted for its return, Photinus will give a full credit refund.

LIMITED WARRANTY

Photinus warrants that its products will be sold free from defects in material and workmanship in its intended use for the period of three (3) years from the date of Buyer's purchase (the invoice date). If within 3 years from date of purchase any of its products are found defective in workmanship or materials, Photinus will provide replacement parts, at its sole discretion, for the defective product upon presentation of proof of purchase. Buyer must promptly notify Photinus of any claim under this warranty. NO OTHER WARRANTY, WHETHER EXPRESSED OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH PHOTINUS' PRODUCTS OR ANY SALE OR USE

THEREOF. Photinus' warranty shall extend only to the first Buyer of a product from Photinus, from Photinus Buyer, or from an Authorized Distributor reselling Photinus product, and is non-assignable and non-transferable and shall be of no force and effect if asserted by any person other than such first Buyer. This warranty applies only to the use of the product as intended by Photinus and does not cover any misapplication or misuse of said product. This warranty does not apply to: (a) damage to units caused by accident, dropping or abuse in handling, Acts of God or negligent use; (b) units which may have been subject to unauthorized repair, opened, tampered with, taken apart or otherwise modified; (c) units not used in accordance with instructions; (d) damages exceeding the cost of the product; (e) transit damage, initial installation costs, removal costs or reinstallation costs. Photinus will not be liable for incidental or consequential damages. This warranty is in lieu of all other express or implied warranties.

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