



Crescent/Stonco Terms and Conditions of Business

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1. **Acceptance of Orders:** All orders are subject to acceptance by Crescent and/or Stonco. Crescent and/or Stonco, at all times, reserve the right to suspend or withhold credit or to place an order on credit hold and thereby stop shipment.
2. **Terms of Payment:** Credit is to be determined by mercantile reports, references and industry reports and ratings. Unless we specify otherwise in writing, payment terms are 1%--10 Days--Net30 from the date of the invoice. Shipments are invoiced no later than 2 days from actual ship date.
3. **Prices:** Prices are subject to change without notice. In the event of price increases, all orders on hand will be filled at lower prices provided such orders are released for shipping prior to the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Special quoted orders which cannot be released for shipping prior to the price increase may be subject to an increase in price. Prices do not include lamps unless specified.
4. **Hold Orders:** All orders received must specify the desired shipping date that may be used as a basis for product ion scheduling. Production cannot begin on any order until a definite delivery date is furnished in writing, delivery date is subject to approval by Crescent and/or Stonco. Hold orders, with or without delivery dates, are subject to renegotiate should quantity, option, accessory or other condition is changed from original order." Minimum hold order is \$1,000.00.
5. **Minimum Billing:** Due to the cost of handling small orders, minimum order charges have been established for such transactions, as follows: From the factory: \$250 Net. From field warehouses: \$250 Net. Replacement parts: \$50 Net Factory orders under \$250 will be assessed a \$50 special handling fee.
6. **Freight:** All shipments are made F.O.B. from any Crescent/Stonco warehouse or factory. Full freight is allowed on individual orders of \$1000 Net or more for shipment from the factory or warehouse location to any one destination within the continental U.S. Partial shipments and shipments made to more than one destination at customer's request must each total \$1000 to earn freight allowance. Crescent and Stonco orders are combinable to arrive at the \$1000 freight allowed minimum. Crescent or Stonco may make partial shipments at its own discretion, billing each shipment as it is made, but on terms applicable to the complete order. When freight is allowed Crescent and/or Stonco will use its own discretion in routing shipments. If a more expensive means of transportation is specified, the distributor assumes all extra transportation costs. Crescent and/or Stonco will not pay charges for cartage storage at destination. It is the Purchaser's responsibility to file claims with the carrier. Title to products passes to the Purchaser and products are at risks of the Purchaser from and after delivery to the initial carrier. Drop-Shipments: Upon request, Crescent and/or Stonco will drop-ship individual orders of \$1000 or more to any one destination within the continental United States. Claims involving shortages or errors in material will not be considered unless noted on the delivery receipts which is returned to Crescent and/or Stonco Lighting in writing within thirty (30) days of shipment date.
7. **Additions:** Addition to orders already received will be considered as a new order.
8. **Cancellations:** The Purchaser may cancel an order only upon written consent and upon payment to Crescent and/or Stonco of cancellation charges, if any, which shall take into account, among other things, expenses incurred and commitments already made to Crescent and/or Stonco. A minimum of five (5) days is needed to insure a cancellation. Stock item orders shipped after a cancellation is received, but before expiration of the five day requirement, will be subject to all Terms and Charges of the Returned Goods Policy. Non-Stock equipment is not subject to cancellation without written consent from Crescent and/or Stonco in Union, New Jersey. Necessary cancellation charges will be based upon costs incurred by Crescent and/or Stonco for work in progress.
9. **Changes:** All costs incurred, as the result of any changes requested, will be added to the invoice.
10. **Returns:** No return will be accepted unless bearing a "Return Permit Number" issued only by Crescent and/or Stonco. Approved return will be subject to a minimum 35% charge for handling and repackaging, plus transportation and any other costs incurred by Crescent and/or Stonco to make damaged or "shelf-worn" material saleable. (On shipments made in error or returns found on inspection to have manufacturing defects, the 35% charge will not apply and full credit will be issued to the distributor covering his cost for equipment, plus transportation charges.) Credit will be issued less any transportation expense allowed on original shipment. Request for permission to return Crescent and/or Stonco equipment must be made within one year of shipment date from factory. Material must be returned within 90 days or authorization becomes invalid. Return of Non-Stock items: Not subject to return under any circumstances (except shipping error or manufacturing defect) are built-to-order fixtures; stock items with modified construction, special finishes, tapping, cord or stem lengths; ballast, poles, lamps and all other non-stock equipment. At the discretion of management certain non-stock items may be returned with a minimum of 50% restocking charge.
11. **Delivery:** Shipping dates are approximate and are based upon prompt and timely receipt of all necessary information. In the event of "Force Majeure," i.e., war, fire, epidemics, quarantine restrictions, flood, strike, labor trouble, breakage of equipment, accident, riot, the imposition of any government price control, regulation or any other act of government authority, acts of God, or other contingencies (whether similar or dissimilar to the foregoing) beyond the reasonable control of Crescent and/or Stonco, interfering with the production, supply, transportation, or consumption practice of Crescent and/or Stonco at the time respecting the products covered by this contract, or in the event of inability to obtain on terms deemed by Crescent and/or Stonco at the time respecting the products covered by this contract, or in the event of inability to obtain on terms deemed by Crescent and/or Stonco to be practicable any raw material (including energy source) used in connection therewith, quantities so affected shall be eliminated from the contract without liability, but the contract shall otherwise remain unaffected. Crescent and/or Stonco may, during any period of shortage due to any of said causes, allocate its supply of such raw material among its various uses therefore (e.g., manufacturing and sales) in such manner as Crescent and/or Stonco deems fair and reasonable.



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12. **Delivery Dates:** All orders received must specify an approximate shipping date that will be used as a basis for production scheduling. Production will not begin on any order until a definite delivery date is furnished in writing.
13. **Limited Warranty:** Crescent and/or Stonco fixtures and fittings are warranted against mechanical and electrical defects for a period of one year from date of delivery. Replacement or repair of authorized returns found upon inspection to be mechanically or electrically defective within the warranty period constitute fulfillment of all obligation under this warranty. Lamps, ballasts or other electrical products not fully manufactured by Crescent and/or Stonco are covered by manufacturers' trade warranties and are incorporated and sold by Crescent and/or Stonco "AS IS". Crescent and/or Stonco **DISCLAIMS THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**
14. **Limitation of Liability:** Crescent and/or Stonco shall not be responsible, obligated or liable for any injury or damage resulting from an application or use of its products, either singly or in combination with other products. CRESCENT AND/OR STONCO'S SOLE LIABILITY FOR BREACH OF WARRANTY OR ANY OTHER CLAIM SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCTS OR RETURN OF THE PURCHASE PRICE, AT CRESCENT AND/OR STONCO'S SOLE OPTION. CRESCENT AND/OR STONCO SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCTS OR ARISING OUT OF ACCEPTANCE OF THIS ORDER. THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER AND THE SOLE AND EXCLUSIVE LIABILITY OF CRESCENT AND/OR STONCO AS STATED ABOVE ARE IN LIEU OF ALL OTHER REMEDIES. Important: Crescent and/or Stonco assumes no responsibility for the improper selection or installation of its products, or for labor costs involved in repair or replacement. Distributors who deduct from remittances for unauthorized labor claims automatically are ineligible to act as a Crescent and/or Stonco Distributor pending settlement through litigation.
15. **Security Title:** Security title and right of possession to the products sold hereunder shall remain with Crescent and/or Stonco until all payments hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in full in cash, and Purchaser agrees to do all acts necessary to perfect and maintain such security right and title in Crescent and/or Stonco.
16. **Reasonable Attorney's Fees:** In the event suit or other proceeding shall be brought for the recovery of the purchase price, or any unpaid balance, or the breach by Purchaser of any term herein contained, Purchaser shall pay to Crescent and/or Stonco, in addition to any damages provided by law, reasonable attorney's fees and costs of collection.
17. **Patents:** Crescent and/or Stonco shall defend any suit or proceeding brought against the Purchaser so far as based on a claim that the manufacture and sale of any product, or any part thereof, furnished under this contract, constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at Crescent and/or Stonco's expense) for defense of same, and Crescent and/or Stonco shall pay damages or costs awarded therein against the Purchaser. The use of such products by the Purchaser is beyond the control of Crescent and/or Stonco, and Crescent and/or Stonco shall have no obligation or liability whatsoever in connection with any suit claiming infringement by reason of the use of the products. In case the manufacture or sale of said product, or any part thereof, is in such suit held to constitute infringement, Crescent and/or Stonco shall, at its own expense and at its option, either procure for the Purchaser the right to continue using said product or part, or refund the purchase price and the transportation costs. The foregoing states the entire liability of Crescent and/or Stonco for patent infringement by said product or any part thereof. Crescent and/or Stonco reserves the right to discontinue deliveries of any product the manufacture or sale of which in its opinion may involve patent infringement. Notwithstanding the provisions of the preceding paragraph, the Purchaser shall hold Crescent and/or Stonco harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Purchaser's designs, specifications or instructions. The sale of products, or parts thereof, by Crescent and/or Stonco does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said products or parts with other devices or elements.