

## GOVERNING TERMS

The following terms and conditions shall apply to all sales of fixtures, transformers and accessories by Vista Professional Outdoor Lighting ("Vista"), a division of U.S.T.E., Inc.

No modified or additional terms and/or conditions shall exist unless specifically agreed to in writing by an authorized factory representative of Vista. Any additional and/or modified terms included in a submitted purchase order, request for quotation or other offer to purchase are hereby rejected by Vista and shall not be incorporated. Our price list is not in itself an offer to sell.

Vista reserves the right to change all terms, conditions, and/or warranties without prior notice.

## TERMS OF PAYMENT

Vista shall retain title and a security interest in all goods sold until shipped goods are fully paid by buyer. All accounts are due and fully payable net 30 from date of shipment. On accounts past due, a service charge of one-and-a-half percent (1½ %) will be charged per month from the date of shipment. Any account 30 days past due will automatically be placed on a COD basis. In the event of insolvency of the buyer, or default in the payment, seller may enter and reclaim said merchandise.

## FREIGHT TERMS

Freight will be prepaid on any fixture and/or accessory order totaling \$4,500.00 or more. Fixtures and/or accessories cannot be combined with transformers to meet this minimum prepaid freight. Transformer orders of twelve (12) units or more will qualify for prepaid freight. All prepaid freight allowances are for orders to be shipped within the limits of the continental United States. For order to be shipped outside the continental United States, please consult Vista's Customer Service Department. For orders not qualifying for the foregoing prepaid conditions, freight charges will be prepaid by Vista and charged to the customer's account.

Under all conditions Vista reserves the right to choose the manner and/or carrier for shipping.

## DIRECT SHIPPING

Vista reserves the right to refuse the request of any distributor to make any product shipments to areas outside the distributor's normal sales and service area.

## SHIPMENT DATES

All shipment dates are approximate, made in good faith and are based on the known conditions at the time the customer's purchase order is accepted. Vista under no condition will be responsible for any delay or damages arising therefrom.

## PRICING

Pricing is subject to change without prior notice. Consult factory for current pricing. All prices are exclusive of sales tax, excise tax, use charges, fees, custom charges and all other similar costs. Prices issued by a written quotation are good for sixty (60) days from the date of issuance.

## MINIMUM ORDERS

There is no service charge for minimum orders.

## MERCHANDISE RETURNS

No fixtures, transformers or accessories may be returned by a customer without a prior written authorization in the form of a Return Goods Authorization (RGA) which has been issued by Vista's Customer Service Department. RGA's will be issued at the sole discretion of Vista and must be requested within sixty (60) days of shipment. Unless product is defective, all merchandise must be returned in its original sealed carton in saleable condition. Except for merchandise determined by Vista to be defective, all returns are subject to a restocking fee. Please consult the factory for details. All returned merchandise, defective or otherwise, must be shipped prepaid to the Vista factory. All outdated and/or discontinued fixtures, transformers and/or accessories are not returnable.

## CHANGES TO PRODUCT DESIGN

In an effort to improve its products Vista reserves the right to change, modify or discontinue any of its fixtures, transformers and/or accessories without prior notice. This includes, but is not limited to, changes in performance, dimensions and/or materials.