



### 1. Orders Acceptance

An order is accepted by Eureka only when submitted in writing and when the following conditions are met: (1) Purchaser's credit is approved; (2) We have received complete job information including correct pricing and shipping information; (3) Color samples of non-standard Eureka offerings have been approved by purchaser; (4) Approved shop drawings for modified or special designs have been received; (5) deposits have been received if required (See "Deposits"). All price changes must be submitted in writing. Unless we have made an error, all fees charged to Eureka by transport companies for incorrect shipping addresses or re-deliveries will be charged back to the Purchaser.

### 2. Pricing

All prices are in US dollars. All previous prices are hereby superseded. All prices are FOB our warehouse. Purchase orders that have been accepted allowing for shipment sixty (60) days will carry a firm price. Written quotations are valid for a period of ninety (90) days. If a written quotation is given, our quotation number must be included with the purchase order. For pricing on a modified and/or custom product, please contact your Eureka Sales Representative. Prices are subject to change without notice.

### 3. Minimum order charge

A minimum order charge of thirty (30) \$ dollars will be invoiced on all orders of less than five hundred (500) \$ net, before freight and other fees.

### 4. Taxes

Taxes are not included in our prices. Taxes will be invoiced as per governmental regulation. All merchandise delivered from our warehouse to any location within the province of Quebec will be subject to 6% GST and 7.5% PST. All merchandise delivered from our warehouse to the following provinces will be subject to 15% PST: New Brunswick, Nova Scotia, Newfoundland. All merchandise delivered elsewhere in Canada will be subject to 6% GST. No taxes will be collected for merchandise delivered outside of Canada, which includes the United States.

### 5. Deposits

Eureka reserves the right to ask for a deposit up to fifty (50) % on custom, modified standard or large orders. When the order is ready for shipment, the unpaid balance of the order will be invoiced at standard payments terms.

### 6. Credit

Credit may be established at our sole discretion. Eureka reserves the right to cancel or change credit terms at its discretion and may request advance payment at any time.

### 7. Terms of payment

All invoices are payable in full within thirty (30) days. All first orders (new Purchaser) are on a CIA (cash in advance) basis until payment terms can be set up by Eureka. Eureka reserves the right to refuse to set up an account for a Purchaser for any reason. We also reserve the right to modify the terms of payment on a Purchaser's account for any reason. Invoices are payable in accordance to the terms of payment given to the customer by Eureka. The price of the product shall be the price set out in the invoice. Past due accounts shall bear interest from the due date until paid at the lesser of an annual rate of eighteen (18) %, calculated daily, or the highest rate permitted by applicable law. The Products delivered shall remain Eureka's property until Eureka has received payment in full.

### 8. Catalog

Every effort is made to ensure accuracy; however, specifications, dimensions, and information contained in our catalog (print and electronic) are subject to change without notice. Catalog sheets are not to be used for installation information. Installation instructions are provided with the product and can be furnished in advance if requested with our customer service department.

### 9. Territory

Unless otherwise agreed in writing by Eureka, the Purchaser shall refrain from, directly or indirectly, installing or using the products outside the State or Province in which the Purchaser is located ("Territory"), or selling, commercializing, distributing or transferring in any manner the products to any person whom the Purchaser should reasonably expect to install or use the products outside the Territory.

### 10. Regular Delivery

Unless otherwise specified by the Purchaser, Eureka will ship merchandise via the method it deems satisfactory, collect or prepaid and charge on the invoice, based upon convenience, experience and cost. All orders will be shipped complete F.O.B factory. The delivery date shall be determined by Eureka in accordance with the readiness of the products and factory loading. Any and all dates given are approximate only and do not constitute any guarantee of shipment or delivery on or by any particular date. We are not responsible for any damages, penalties or labor charge-backs resulting from delayed shipments or from our inability to ship by the acknowledged shipping date. If Eureka's ability to manufacture and deliver the products shall be curtailed or limited, directly or indirectly, by acts of God, fires, sabotages, wars, riots,



# EUREKA

## TERMS AND CONDITIONS OF SALES

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typhoons, explosions or other catastrophes, epidemics or quarantine restrictions, embargoes, acts of governmental bodies or agencies foreign or domestic, act of public enemy, strikes, lockouts or labor difficulties or any other occurrences whatsoever beyond Eureka's reasonable control, in whole or in part, the occurrences shall constitute valid grounds for the suspension of delivery to the Purchaser upon notification and without penalty to Eureka. In such a case, the date of delivery shall be extended for a period equal to the delay. Eureka shall notify the Purchaser promptly of any of those events and specify the revised date of delivery as soon as practical. At the Purchaser's request, Eureka may, for a period of time not exceeding forty-five (45) days and at no additional cost to the Purchaser, store products ordered by the Purchaser if the Purchaser is not ready to receive such merchandise. All products ready for shipment for more than forty-five (45) days shall be invoiced to the Purchaser and a set fee of five (5) \$ per day shall be charged to the Purchaser until the products are finally released for shipment by the Purchaser. All storage fees shall be invoiced on the last day of every month and are payable in accordance with the terms of payment given to the Purchaser by Eureka on the day the invoice is made. Within twenty (20) days of the delivery of the products, the Purchaser shall inform Eureka of any nonconformity of the products (insofar this default is not due or caused by transport) so as to allow Eureka, after a proper control as may be requested by us, to replace the nonconforming products or to credit the corresponding value of the nonconforming products to the Purchaser. In case of failure to invoke and to indicate the nature of such nonconformity within the above-mentioned period of time, the Purchaser shall lose the right to rely on the nonconformity of the products. Purchaser should carefully inspect all items at time of delivery and note any damage on the delivery receipt. Obvious or subsequently discovered concealed damage must be reported, promptly and in writing, to the carrier.

### 11. Quick Delivery

Quick Delivery orders will ship within three working days of receipt of orders. The maximum quantity of fixtures allowed per type under the Quick Delivery program is 10 pieces. Quantities above maximum quick delivery quantities are contingent upon stock availability.

### 12. Returns

All return requests must be made in writing within ninety (90) days of receipt of merchandise for merchandise no longer required by the Purchaser. No merchandise may be returned without a return merchandise authorization (RMA). Should merchandise be deemed defective, Eureka will only pay transport fees for said merchandise from the original point of delivery. All RMA requests must include original invoice, packing slip or purchase order number as well as

the reason for the return. Returned merchandise must be in original packaging. All returns are subject to a re-stocking fee. An additional ten (10)% re-stocking fee may apply to merchandise not returned in their original cartons, any such fee shall be included on the return authorization sent to the Purchaser. Eureka will not accept responsibility for unauthorized returns. All returns must have a RMA number clearly marked on the box (es) as well as on the waybill and commercial invoice. Merchandise sent to Eureka without an RMA number will be returned to the Purchaser at his or her expense. Credits for returns that are unsealed, or not in their original cartons, will be issued only after inspection and acceptance by Eureka. No credit will be issued for damaged material. Eureka reserves the right to refuse any damaged or out of warranty merchandise. Any such merchandise will be returned at the Purchaser's expense. All modified, specially discounted, custom items (including mock-up samples) are not returnable.

### 13. Cancellations

The Purchaser may, at no charge, cancel an order in writing provided the order was sent to Eureka twenty-four (24) hours or less prior to cancellation. After that time frame, the Purchaser may in writing cancel or modify the order at any time provided that the Purchaser shall assume any and all costs related to the cancellation or modification. All modified, specially discounted, custom items cannot be cancelled.

### 14. Design Changes

Eureka reserves the right to make changes in design or construction of products, which in Eureka's judgment constitutes an improvement, without notice or obligation to the Purchaser. With the exception of parts covered by an extended warranty, Eureka cannot guarantee that replacement parts will be available after three (3) years of delivery of a product. This does not apply to products that were being liquidated (LIQ) at the time of delivery, as such parts would not be available for the aforementioned items.

### 15. Warranty and Disclaimers

Eureka warrants to the Purchaser that the products sold by Eureka will be free from defects in material and workmanship for twelve (12) months from the date of delivery of the products. Should at any time defect or deficiency appear due to faulty workmanship and/or material on products still under warranty, Eureka may, at its choosing, decide to repair, at its manufacturing facility or on site, or replace said goods. Any goods still under warranty that are to be returned to Eureka will be sent via the transport company of Eureka's choice.

No labor charge-backs in connection with such defects will be reimbursed without prior written approval from Eureka. Purchaser's invoice for labor charge-backs agreed to by Eureka must be submitted in writing within thirty (30) days of authorization. No returned merchandise will be accepted without a written authorization from



Eureka. Repaired or replacement fixtures will be sent via ground. All air shipments will ship at the client's expense. All defective merchandise still under warranty will be repaired or replaced. In no event shall Eureka be liable for loss of profit, loss of use, economic loss, damage to other equipment, or any indirect, consequential, incidental, special, punitive or treble damages whatsoever arising out of or relating to any breach to this warranty. The total liability, contractual or in torts, of Eureka relating to any claims arising out of, or in connection with the products, their sale, delivery, replacement, use or performance of the products shall in no case exceed the price allocable to the products. We reserve the right to determine the best method for correcting such defects.

Ballasts, Transformers/Converters supplied by Eureka in its products are warranted to be free from manufacture and material defects from the date of purchase of said products. This warranty covers only replacements or repairs at Eureka's factory to the original purchaser, exclusive of labor costs, transport costs, or any personal or financial losses incurred by the original purchaser. If Eureka furnishes you with advice or other assistance concerning the products manufactured, the furnishing of such advice will not subject the company to any liability.

*Ballasts, Transformers/Converters Warranty Period by Eureka:*

- Integral Magnetic Low Voltage Transformer: (5) years
- Electronic Low Voltage Converter: (3) years
- Fluorescent and Compact Fluorescent: (1) year
- HID: (1) year

All ballasts, transformers/converters might be warranted by the ballasts, transformers/converters manufacturers for an extended period exceeding the Eureka warranty. For warranty requests exceeding Eureka's warranty period, ballasts, transformers/converters manufacturers should be contacted directly. Eureka Customer Service can also be called for more details and assistance.

**Note:** We recommend that each fixture be checked at the job site by the contractor prior to actual installation. (Some field assembly may be required.)

### 16. Exceptions to warranty

The warranty described above shall not apply in the following circumstances:

- Damages resulting from normal wear and tear, negligence, accident, or misuse after shipment from the factory, as well as improper selection or installation of lighting products, lack of proper maintenance, abuse, casualty, alteration or damage due

to electrical fluctuations as the result of extreme conditions, fire and flooding or any acts of God.

- Failure of products which have been modified or integrated with other manufacturers products;
- Failure of color stability in non-standard paint colors;

**Note:** This warranty does not apply to lamps, and any accessories which are not manufactured by Eureka, and may be supplied by Eureka for convenience only.

### 17. Intellectual property

The purchaser acknowledges the validity and the ownership of Eureka's Intellectual Property and that such Intellectual Property is and shall remain its property. The Purchaser shall not (i) in any way do anything to infringe upon, harm or contest the validity of the Intellectual Property or (ii) register or use for any reason whatsoever the Intellectual Property within the Territory and elsewhere. This obligation shall survive and continue to bind the parties after the termination of this Agreement. The Purchaser agrees not to remove or alter Eureka's trademarks, which are affixed to the Products, nor affix any additional trademarks or trade designations to any of the Products that bear Eureka's trademarks without the prior written consent of Eureka.

### 18. Litigation and Governing Law

All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the competent courts of the district of Montreal, Quebec. This Agreement shall be governed by the laws of the Province of Quebec, Canada.

### 19. Miscellaneous

Offers and acceptance made by facsimile are legally binding as though executed originally. If any provision of this Agreement is found to be null or unenforceable, the remainder shall continue to be in full force and effect. This Agreement constitutes the entire Agreement between Eureka and the Purchaser with regard to the purchase and sale of the Products and shall supersede all prior Agreements, undertaking and communications between the Purchaser and Eureka with regard to such purchase and sale.