

PURCHASER'S NOTE:

Kindly ascertain that prices and terms are correct. The Purchaser recognizes that this is a bona fide order and is subject to a restocking charge if canceled.

The Purchaser has received a copy of this order.

TERMS: 1% - 10 Days, Net 20

Payable Only To

MAINTENANCE ENGINEERING, LTD

- All shipments F.O.B. Seller's Warehouse

- We do not ship on trial or consignment

TERMS, CONDITIONS AND POLICY

This order is not binding upon MAINTENANCE ENGINEERING, LTD (Seller), until accepted by Seller at its home office in Fargo, North Dakota. The Purchaser recognizes that this is a bona fide order and thus is not subject to cancellation. If accepted, the order is subject to the following terms, conditions and policy:

1. Prices are based on quantities shown FOB at one of Seller's warehouses. All freight, federal, state and local taxes, duties, etc. wherever applicable shall be added to the invoice as a separate charge to be paid by Purchaser. The terms of payment are net cash, 20 days, or 1% discount for cash payment within 10 days from date of invoice. All monies payable to Maintenance Engineering, Ltd only. Method and route of shipment are at Seller's discretion.

2. Seller will attempt to ship all orders as soon as possible, however, Seller will not be liable for any delay in the performance or shipment of orders or for any damages or costs in direct consequence or otherwise suffered by Purchaser by reason of any such delay. All agreements contingent upon strikes, accidents or other causes beyond our control.

3. Claims for defective merchandise or shortages shall be deemed waived and released by Purchaser unless made in writing within 10 days after arrival of the merchandise. All claims for merchandise damaged in transit must be filed with carrier within 2 weeks of receipt of shipment. Please verify if there has been any damage to the merchandise covered by this purchase order. If so, immediately secure an inspection report from the carrier covering the damage so that our claim may be honored.

4. No returns shall be made without prior approval and receipt of **authorized** return permit labels from Seller. Credit for returns will not be issued without prior written approval. All authorized returns are subject to a 15% restocking charge for catalog products (25% restocking charge for non-catalog products). All unauthorized returns shall become the property of Seller.

5. This order contains the entire agreement of the parties. Sales Representative are not authorized to modify this agreement in any way. Purchaser acknowledges that no promises or agreements, written or oral, other than those contained in this order have been made by Seller.

6. Installation of merchandise shall be the sole responsibility of the Purchaser. Neither Seller nor any of its Sales Representatives are authorized to make any installations.

7. By signing this agreement you acknowledge and agree the telephone number(s) listed on the order are exempt from any federal, state or other "do not call" lists or registries, and that you waive your right to enforce such rules and agree to hold harmless and indemnify Maintenance Engineering for any and all costs or expenses which arise out of the enforcement of such rules with regard to the numbers(s) listed.

8. **SALES PROMOTION POLICY** — Orders for the Seller's products are solicited by sales representatives acting as independent contractors who may, from time to time, offer to the Purchaser or its representatives, sales promotion items and other types of sales promotions in connection with their marketing efforts. The Seller's policy relating to the use of sales promotional items is as follows: Sales promotional items (For example, lighting products or other useful business items) may be given to the Purchaser or to Representatives of the Purchaser authorized to receive such items.

9. **VENUE, JURISDICTION, AND LAW TO GOVERN** — Purchaser agrees that any action by either party concerning the Agreement shall be venued in the courts in the State of North Dakota. Purchaser hereby submits to the personal jurisdiction of the courts of North Dakota, both federal and state, in any action with respect to, or arising out of, this Agreement. This Agreement shall be construed in accordance with the laws of the State of North Dakota.

Guarantee

All lamps are warranted to test correctly at their stated Watts, Volts and Amperes, subject to tolerances prescribed by the United States Government Bureau of Standards. Warranted products shall be guaranteed to the original purchaser for their own use for the warranty period specified below.

1. FLUORESCENT LAMPS

PREMIRA BRAND - 60 months.
INDUSTRA BRAND - 50 months.
42M - 42 months.
36M - 36 months.

2. HIGH INTENSITY DISCHARGE LAMPS

METAL HALIDE LAMPS
400w - 50M - 50 months.
50-250, 400w, 1000w - 35M - 35 months.
1500w - 25M - 25 months.

H.P.S./METAL HALIDE LAMPS - 35M - 35 months.
HIGH PRESSURE SODIUM LAMPS - 60M - 60 months.
DOUBLE ARC - TUBE H.P.S. LAMPS - 100M - 100 months.
MERCURY VAPOR LAMPS - 60M - 60 months.
SELF BALLASTED MERCURY VAPOR - 24 months.
(Operation on D.C. voltage voids warranty.)

3. COMPACT FLUORESCENT LAMPS AND ADAPTORS

PREMIRA LAMPS - 30 months.
PREMIUM GRADE CAPSULE QUAD ADAPTORS - 240 months.
PREMIUM GRADE DECORATIVE QUAD ADAPTORS - 240 months.
PREMIUM GRADE TUBULAR QUAD ADAPTORS - 240 months.
PREMIUM GRADE TOROIDAL ADAPTORS - 240 months.
INDUSTRIAL DUTY LAMPS - 20 months.
INDUSTRIAL DUTY TWIN ADAPTORS - 36 months.
PREMIUM GRADE LUMI-TWIST - 24 months.
INDUSTRIAL DUTY LUMI-TWIST - 14 months.

4. INCANDESCENT LAMPS

MULTI-WATT -24MW - 24 months.
20MW - 20 months.
18MW - 18 months.
15MW - 15 months.
12MW - 12 months.
9MW - 9 months.
MAXLIGHT - 15ML - 15 months.
12ML - 12 months.
6ML - 6 months.
3ML - 3 months.

PREMIUM GRADE L.E.D. ADAPTOR KIT - 30 years.
INDUSTRIAL DUTY L.E.D. ADAPTOR KIT - 20 years.
MULTI-WATT II TUBULAR TUNGSTEN HALOGEN LAMPS - 15 months.
MAXLIGHT II TUBULAR TUNGSTEN HALOGEN LAMPS - 12 months.
MULTI-WATT II HALOGEN REFLECTORS - 12 and 9 months.
MAXLIGHT II HALOGEN REFLECTORS - 4 months.
MR16 QUARTZ - 9 and 6 months.
PHOTO PROJECTION/MINIATURE LAMPS - no life guarantee.

5. BALLASTS

MAINTENANCE ENGINEERING PREMIRA ELECTRONIC BALLASTS - 50 years.
MAINTENANCE ENGINEERING MAGNETIC BALLASTS - 40 years.
PREMIUM LIFE BRAND ELECTRONIC BALLASTS - 30 years.
LONG LIFE BRAND MAGNETIC BALLASTS - 20 years.

6. CONTRACT DIVISION - See Separate Guarantee.

7. NIC'S (Not-In-Catalog Product) - No Life Guarantee.

A. **PRODUCTS COVERED** - This warranty covers only those products purchased at the listed guaranteed prices and listed as guaranteed products in the Seller's Catalog provided the products are used under normal conditions and proper use and does not cover other products obtained from another source or under another brand label to accommodate the Purchaser.

B. **WARRANTY START DATE** - The above warranties begin from the date of installation of products, but no later than 1 year from the original purchase date.

C. **OPERATING CONDITIONS** - All products must be used under normal operating conditions of temperature, voltage, vibration, and on/off operations. This warranty does not cover products used in excess of normal business hours or under conditions outside their design specifications such as excessive vibration or shock (trouble lights), excessive heat or cold, or voltage variation. This warranty does not apply to any product which has been altered or subjected to any process which results in a change in original condition or state.

D. **SELLER LIABILITY** - The liability of Seller under this warranty shall be strictly limited to replacement of defective products returned prepaid to Seller's designated distribution center or presented to an authorized representative. Coupons may be issued on small warranty amounts where packaging and freight costs are prohibitive.

E. **THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY. IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER.**

REFERRALS

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