

## SALES CONTRACT

### TERMS AND CONDITIONS OF SALES

The Purchaser agrees to purchase and Kaye Lites, Inc., (hereinafter "Kaye Lites") agrees to sell the Goods and/or Services described on the reverse or any document transmitted to the Purchaser herewith, subject to the following terms and conditions. These terms and conditions constitute the entire agreement between the parties and there are no understandings, representations or warranties of any kind, expressed or implied, not specifically set forth herein. The Purchaser agrees these terms and conditions shall control as to any order accepted by Kaye Lites, notwithstanding any terms and conditions that may be contained in any purchase order or other document of Purchaser, and Kaye Lites's acceptance of any order is expressly made conditional on Purchaser's assent to such terms and conditions. Such terms and conditions will not be changed, modified, superseded or otherwise altered except by written documentation signed by an authorized representative of Kaye Lites.

Kaye Lites shall not be liable for missed delivery and/or inability to perform due to unforeseen circumstances or conditions, including governmental regulations, labor stoppage, casualties, fire and other causes beyond our control. Goods are shipped at Purchaser's risk and Kaye Lites's obligation to deliver Goods is discharged upon their delivery in good condition to the carrier. Shipments are designated FOB origin or Kaye Lites warehouse. Kaye Lites will prepay and bill freight on shipments. Common carrier and expedited air shipments are sent collect unless specified otherwise. Federal, state, local taxes and assessments, duties and other charges (except for related sales tax) are the responsibility of the Purchaser.

All sales shall be prepaid. If payment terms are extended, payment shall be NET 30 DAYS from date of invoice, unless otherwise specified. All payments are applied to the oldest outstanding invoice. Any unpaid balance after thirty days will be subject to 1 1/2% service charge per month. In the event of collection, all collection costs including but not limited to storage, advertising, accounting, and all costs incurred through outside collection services are to be paid by Purchaser.

It is agreed and understood by Kaye Lites and Purchaser that in the event Purchaser fails to make payment of the Goods in accordance with the terms and conditions herein, all rights to title and interest in the Goods shall immediately revert back to Kaye Lites, including without limitation any and all rights to manufacturers' warranties if any, and Kaye Lites shall have the right to repossess the Goods.

### KAYE LITES RETURN POLICY

Returns and/or claims for shortage or damage must be made within three business days. All claims for loss or damage in transit must be made by the consignee directly to the carrier. Kaye Lites will assist you in any manner possible in the presentation and enforcement of such claims without waiver of our rights to have compliance with the terms of payment of our invoice.

Kaye Lites will accept returned Goods only when prior authorization for such return has been obtained. Items returned without prior authorization will be refused or held for customer pickup.

Kaye Lites, not being the manufacturer of the Goods, or any part, makes no representations or warranty, either expressed or implied, as to any matter whatsoever, including, without limitation, the design or condition of the Goods, its merchantability, durability, suitability or its fitness for any particular purpose, the quality of the material, or workmanship of the Goods, or the conformity of the Goods to the provisions and specifications of any purchase order relating thereto, and Kaye Lites hereby disclaims any such representation or warranty (which disclaimer Purchaser hereby acknowledges) without limiting the generality of the foregoing. Kaye Lites shall not be liable or responsible for any defects, either patent or latent (whether or not discoverable by Purchaser) in the Goods or for any direct or indirect damage to persons or property resulting therefrom, or from Purchaser's loss of use of the Goods or for any interruption in Purchaser's business caused by Purchaser's inability to use the Goods for any reason whatsoever. Notwithstanding the foregoing, Kaye Lites agrees to assist the Purchaser in the event the Goods are deemed to be defective, including, at Kaye Lites sole discretion, repairing or replacing the materials and/or workmanship during the relevant warranty period if any, providing that, this clause shall in no way be deemed to be an admission or acceptance of liability by Kaye Lites with respect to the design or condition of the Goods. Used Goods may NOT be returned, as Kaye Lites is not the stocking vendor. If Used Goods are accepted for return at Kaye Lites discretion, a 20% restocking charge may apply, the Purchaser will receive Kaye Lites credit towards future purchase. Shipping, Handling, and other fees are NOT refundable.

This agreement shall be construed under the laws of Massachusetts (without reference to conflicts of laws) and no action to enforce or interpret this agreement shall be brought except in the courts of the Commonwealth of Massachusetts or the Federal courts located in Massachusetts. The unenforceability of any provision of this agreement shall not affect the other terms and provisions hereof, which shall remain in full force and effect. This agreement contains the entire agreement of the parties and supersedes and integrates all prior agreements, representations, warranties or covenants, written or oral.

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_