



VISION ENGINEERING  
INTELLIGENT LIGHTING SOLUTIONS

**TERMS AND CONDITIONS OF SALE**

All quotations and sales by Vision Engineering ("Seller") are subject to these terms and conditions. These terms and conditions ("Agreement") take precedence over customer's ("Buyer") supplemental or conflicting terms and conditions to which notice of objection is hereby given. Acceptance by Buyer is limited to and conditioned upon Buyer's assent to these terms and conditions. Neither Seller's commencement of performance or delivery shall be deemed or constituted as acceptance of Buyer's supplemental or conflicting terms and conditions. Buyer's acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

**THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.**

### **Orders**

All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent. All orders must include delivery dates, quantities, shipping methods, payment terms, and complete description of Products being purchased. Seller may in its sole discretion allocate Product among its Customers. Seller may designate certain Products as non-cancellable, non-returnable ("NCNR") or customer specific ("CS") Products, and the sale of such Products shall be subject to the special terms and conditions contained in Seller's Special Product Agreement, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere.

### **Prices**

(a) The prices of the Products are those specified on the quote provided by Seller. Pricing provided in quotes does not include sales tax or shipping cost. Price quotations, unless otherwise stated, shall automatically expire within thirty (30) calendar days from the date issued and may be cancelled or amended within that period upon notice to Buyer. Buyer agrees to pay taxes, unless Buyer has provided Seller with an exemption resale certificate in the appropriate form for the jurisdiction of Buyer's place of business and any jurisdiction to which Products are to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including a 3% penalty fee and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

### **Payment**

(a) Full payment is due promptly within payment terms established by Seller. Terms will be determined based upon approval of credit. Standard terms of payment are net thirty (30) days from the date of invoice unless otherwise specified in writing by Seller.  
(b) Transportation charges from Seller's facility to Buyer's facility shall be paid by Buyer to Seller, in addition to the purchase price of the Product, unless otherwise agreed to in writing by Seller. Seller will select the carrier in the absence of advanced, specific, written instructions by Buyer.  
(c) Seller reserves the right to establish and/or change credit and payment terms extended to Buyer when, in Seller's sole opinion, Buyer's financial condition or previous payment record warrant such action. Further, on delinquent accounts, Seller shall not be obligated to continue performance under agreement with Buyer.  
(d) If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and all NCNR and CS Products ordered by Buyer.  
(e) Credits will be issued if necessary after review and investigation of the claim. If credit is to be approved it will be applied to any outstanding balance or applied to future orders. NO REFUNDS OR REIMBURSEMENTS. THIS WILL BE PROCESSED (IF APPROVED) IN FORM OF CREDIT TOWARDS ACCOUNT.

### **Acceptance/Returns**

Shipments will be deemed to have been accepted by Buyer upon delivery to Buyer, unless rejected upon receipt. Buyer shall perform whatever inspection or tests Buyer deems necessary as promptly as possible, but in no event later than five (5) days after delivery, after which time Buyer will be deemed to have irrevocably accepted the Products. Any discrepancy in shipment quantity must be reported within five (5) working days of receipt of the Products. In the event of an over-shipment, Buyer shall have the option to return the Products to Seller at Seller's expense or alternatively, Buyer may elect to retain the Products (subject to adjustment of the invoice or the issuance of another invoice to account for such additional items.) Any Product returns shall be subject to compliance with Seller's Return Merchandise Authorization ("RMA") policies and procedures (available upon request), as well as a Re-stocking Charge equivalent to 50% of the value of such Product as specified in Seller's invoice to Buyer. Returned Products must be in the original manufacturer's sealed packaging and conform to Minimum Package Quantity (MPQ) requirements. Products not eligible for return shall be returned to Buyer Freight Collect. RMA will have an expiration date of up to 60 days from the date that request was processed. Material would have to be returned within that 60 days period for Seller to honor credit on defective material.

**\*\*\*Important Note: By placing an order, you confirm that you have read and agree to the above  
TERMS AND CONDITIONS OF SALE.\*\*\***

114 Grand Cypress Avenue, Palmdale, CA 93551 • (661) 575-0933 • Fax: (661) 575-9258 • [visionengineering.com](http://visionengineering.com)



VISION ENGINEERING  
INTELLIGENT LIGHTING SOLUTIONS

## TERMS AND CONDITIONS OF SALE

### Warranty and Limitation of Liability

(a) Seller warrants the components of its properly installed Product to be free of defects in materials, design, and workmanship in normal (intended) use for a period of five (5) years from the original purchase date. REPLACEMENT OF PRODUCT, LIMITS OF LIABILITY: If there is a defect in material or workmanship, the Product will be (at Seller's discretion) repaired, re- tested and returned; or replacement may be issued. Repaired or replaced Products will be returned at no charge to the Buyer, freight pre-paid by Seller. Replacement of product provided will not be issued, if the cause of failure is other than a defect in material or workmanship. The foregoing shall constitute the sole and exclusive remedy of the Buyer and the sole exclusive liability of Seller. NO WARRANTY OF MERCHANT LIABILITY OR FITNESS FOR PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. Seller will not, under any circumstance, whether as a result of breach of contract warranty, tort, or otherwise, be liable for any incidental, special or consequential damages, including lost profits or revenues or any other costs or damages. Seller reserves the right to examine all failed fixtures and reserves the right to be the sole judge as to whether any fixtures are defective and covered under warranty. Seller's warranty will not be honored if defects are due to improper installation, or external conditions. Seller is not responsible for any damages other than the repair or replacement of the defective Product.

(b) BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS. IF, FOR ANY REASON, THE FOREGOING LIMITATIONS ARE FOUND BY AN ARBITRATION PANEL OR COURT OF COMPETENT JURISDICTION TO BE INVALID OR INAPPLICABLE UNDER ANY APPLICABLE STATE OR PROVINCIAL LAW, BUYER AGREES THAT S E L L E R ' S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE SHALL BE LIMITED TO ACTUAL DAMAGES WITHOUT REGARD TO ANY PUNITIVE OR EXEMPLARY DAMAGES PROVIDED BY ANY SUCH APPLICABLE LAW.

### Cancellations/ Revision

Order may be cancelled without penalty up to 48 hours from Purchase Order. Orders cancelled beyond this point are subject to a 50% Restocking Fee. No order or Customer obligation may be cancelled, rescheduled, reconfigured, or assigned without Seller's prior written authorization and, in such event Buyer will be liable to Seller for any additional costs and expenses incurred by Seller. Prices are subject to change by Seller upon rescheduling or reconfiguration of orders by Buyer. Prices are also subject to change in response to price increases from Suppliers to the Seller, or if a price has been quoted in error, whereupon Buyer may cancel the undelivered portion of any affected order by delivering written notice to Seller prior to the shipment thereof and within ten (10) days of its receipt of notice of the price increase.

**General** Factory reserves the right to change specification features without notice. For the latest information please call the factory.

**\*\*\*Important Note: By placing an order, you confirm that you have read and agree to the above  
TERMS AND CONDITIONS OF SALE.\*\*\***

114 Grand Cypress Avenue, Palmdale, CA 93551 • (661) 575-0933 • Fax: (661) 575-9258 • [visionengineering.com](http://visionengineering.com)