

LIMITED WARRANTY

Barron Lighting Group warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation, and use, for the period designated on the Product Warranty Chart, calculated from the date of shipment (excluding fuses and lamps). All items including batteries must be installed within 6 months from the date of shipment and be stored in temperatures between 0-25°C for the battery warranty to be in effect.

BATTERY WARRANTY

Exitronix batteries are warranted as illustrated in Product Warranty Chart. The Pro Rata Warranty Period for batteries begins on the date the full warranty ends. A battery determined to be defective during the Pro Rata Warranty Period shall be repaired or replaced at a cost equal to the net price in effect at the time, reduced by the percentage obtained in multiplying 20% by the number of full years remaining in the total warranty period. Such repair or replacement at this adjusted price shall be the purchaser's exclusive remedy. Pro Rata Example: Battery concern develops at the beginning of year four of a five year warranty (One year full, 4 Pro Rata = Five year total warranty period). Net Battery Cost: \$10.00. Each year of the five year warranty is valued at 20%; therefore you would subtract 60% (20% for each of the three years the battery has been in service in this example) from the \$10.00 net cost, or \$6.00. The Pro Rata Warranty would cover \$4.00 or 40% of the remaining battery value.

Should a defect in the unit or batteries occur within the specified full warranty period, Barron will repair or replace equipment without charge at Barron's discretion. Such repair or replacement shall be the purchaser's exclusive remedy. Our liability extends only to the repair or replacement of the defective part, Buyer is responsible for all costs to de-install defective products and re-install replacement or repaired products and Barron Lighting Group will not be liable for labor or other costs related to de-installation or re-installation.

Barron Lighting Group shall not be liable for damages that result from deliveries that do not occur within a customer's specified time frame or for any delay or default in delivering products where occasioned by any cause beyond the control of Barron Lighting Group, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes.

On products furnished by Barron Lighting Group, but manufactured by others, Barron Lighting Group passes through any warranty from the manufacturer thereof and makes no separate or additional warranty. Warranty limitations are the same as above.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. BARRON LIGHTING GROUP MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND BARRON LIGHTING GROUP EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF BARRON LIGHTING GROUP HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

LIMITATION OF LIABILITY

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to Barron Lighting Group's products. The total liability of Barron Lighting Group on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Barron Lighting Group's performance or breach of the foregoing limited warranty or from Barron Lighting Group's sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. IN NO EVENT SHALL BARRON LIGHTING GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY.

CANCELLATION CHARGE

All order cancellation requests must be made in writing and accepted by Barron Lighting Group. Orders for standard product that have not started production can be cancelled without penalty. Orders for custom product that have not started production are subject to fees and charges associated with the procurement, tooling and staging methods utilized in preparation for production. Orders that have entered into the production state may not be cancelled unless we are reimbursed for work already performed. If Barron Lighting Group allows for said cancellation, full reimbursement of any special materials, tooling etc. purchased by our company to satisfy an order will be due in full. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to the customer.

GENERAL

Barron Lighting Group price sheets are not offers to sell, and possession of a price sheet does not entitle one to purchase. Barron Lighting Group shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Specifications are subject to change without notice. Consult factory for verification. The compliance of our product to individual project specifications and the approval for their use is not warranted by our company.

If purchaser does not pay the purchase price within the time periods set forth above, Barron Lighting Group reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Barron Lighting Group is collected by, or attempted to be collected through an attorney at law, Barron Lighting Group shall be entitled to recover all collection expenses, including attorney's fees.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Buyer agrees that all information furnished by Barron Lighting Group in connection with the sale of items will be confidential. The Buyer agrees not to disclose any such information to any other person, or use such information for any purposes other than performance hereunder. Buyer acknowledges and agrees that the Barron Lighting Group Mark and all copyrights, patents and other Barron Lighting Group intellectual property are owned exclusively by Barron Lighting Group. Buyer will not adopt or attempt to register any trademark, service mark, trade name, company name, internet domain name or other proprietary designation that is identical or confusingly similar to any of Barron Lighting Group Mark. Buyer will not make, use or copy any Barron Lighting Group material that is the same or substantially similar to any Barron Lighting Group copyright or patent. Provided that Buyer is in good standing with Barron Lighting Group and not in breach of this Agreement, and subject to compliance with the Minimum Advertised Pricing and Internet Advertising Policy, the foregoing will not prevent Buyer from: (a) accurately identifying the Barron Lighting Group products as offered for sale to consumers by Buyer provided that all such use of the Barron Lighting Group Mark by Buyer

will inure to the benefit of Barron Lighting Group; and (b) using Barron Lighting Group photographs and descriptions of Barron Lighting Group products solely to promote sales of the Barron Lighting Group products. Any other use of any Barron Lighting Group Mark or Barron Lighting Group copyrighted material is prohibited without Barron Lighting Group's prior written consent. Buyer and Barron Lighting Group are independent contractors. Buyer will not hold itself out as an agent of Barron Lighting Group or otherwise misstate or misrepresent its relationship to Barron Lighting Group.

GOVERNING LAW

These Terms & Conditions and Agreement shall be governed by the laws of the State of Arizona. Buyer consents to the personal jurisdiction and venue of the courts of the State of Arizona. Any legal or equitable claim of any nature arising hereunder will be filed and maintained in the state or federal courts in the State of Arizona and Buyer agrees that such courts are a convenient forum for adjudication. In the event that suit is necessary to recover amounts owed Barron Lighting Group, Buyer shall be liable for reasonable attorney's fees, interest and costs of collection. No agreement or understanding varying the terms and conditions hereof shall be binding upon either party hereto unless in writing attached hereto and signed by duly authorized representatives of both parties. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

ACCEPTANCE

Acceptance of orders can be made only at our plants, Distribution Centers or Field Warehouses for warehouse orders on the basis of these terms and conditions of sale. Barron Lighting Group will not accept orders that require customer furnished components.

ENTIRE AGREEMENT

Except as expressly agreed in writing signed by Barron Lighting Group, the terms and conditions stated above shall constitute the entire sales agreement between Barron Lighting Group and the purchaser. Any contrary or additional terms or conditions submitted by the purchaser (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in purchaser's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgment of and in agreement with these Terms and Conditions.

Barron Lighting Group reserves the right to change these Terms and Conditions of Sale without notice.



800.533.3948 • www.barronltg.com