

GENERAL LIGHTING LIMITED WARRANTY.

EiKO brand lamps are warranted to be free of defective materials and workmanship for the period listed below. EiKO will replace or credit the distributor only for the cost of any lamp that fails under normal operating conditions and the use and operation conditions below due to defective materials or workmanship.

This warranty is limited to the replacement or credit of the lamp itself. This is buyer's exclusive remedy. Any other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose, is excluded and disclaimed. EiKO shall not be liable for any special, incidental or consequential damage including labor, loss of use, lost profits or injury to persons or property.

EiKO reserves the right to examine all lamps prior to the determination of warranty status. All lamps must be retained for warranty claims. The warranty period starts on the date of installation. If the date of installation is unknown or undetermined the warranty period will start at the wholesale purchase date.

Lamp Category

Metal Halide, High-Pressure Sodium, Mercury Vapor
Compact Fluorescent
Self Ballasted Compact Fluorescent
Linear Fluorescent (below 14 watt)
Linear Fluorescent (14 watt and above)
LED
LCD
LitespanLED® Fixtures
LitespanLED® Replacement Lamps

Warranty Period

15 months
12 months
12 months
12 months
24 months
36 months
120 days
60 months
60 months

Use and Operating Conditions: Lamps must be used in UL approved fixtures with UL approved ballasts and installed according to local and national codes and standards. Use of occupancy sensors, dimmers or programmable systems with the lamp may void the warranty.

HID Lamps: Warranty is based on 5,000 hours per year maximum operation with a minimum of 8 hours operation per cycle. More frequent cycles will shorten lamp life and may not be covered under this warranty.

Fluorescent Lamps: Warranty is based on 4,000 hours per year maximum operation with a minimum of 3 hours operation per cycle. More frequent cycles will shorten lamp life and may not be covered under this warranty.

Large Lamps: Warranty is in effect for sales and installations on and after January 1, 2006.

LED: Warranty is in effect for sales and installations on and after November 1, 2008.

LCD: Warranty is in effect for sales and installations on and after July 1, 2009.

EiKO
CERTIFIED GREEN

terms, conditions & shipping procedures

Effective: January 15th, 2013.

Supersedes all past terms and conditions of Price books and Sales Supplements.

Prices: As Shown and subject to change without notice.

Distributor Status: Distributors must purchase a minimum of \$2500 annually in order to maintain distributor status.

Small Order Charge: Orders under \$150.00 will be assessed a \$10.00 small order charge (SOC).

Payment Terms: Net 30 days, from date of shipment as it appears on invoice. Postmark date on envelope will determine if payment has been made within terms. All orders received are subject to review and approval by our credit department. Orders received from customers with delinquent accounts may be subject to shipping delays, so please keep your account current.

Freight: NOTE: SoLux and EiKO products may be combined to meet prepaid freight requirements. EiKO Ltd. will select the carrier of its choice.

1. All orders of \$750.00 or more will be shipped FREE FREIGHT F.O.B. destination via regular ground UPS, FedEx or USPS within the continental United States. Orders less than \$750.00 will be shipped F.O.B. origin.
2. UPS Second Day Air Blue – At the request of the distributor, orders will be billed at the UPS Second Day Air Rate.
3. UPS Next Day Air Red Label – At the request of the distributors, orders will be billed at the UPS Red Label Air rate.
4. Shipments made at the choice of the distributors, other than above, will be shipped F.O.B. shipping point.
5. Additional charges will apply for residential delivery.
6. **Alaska, Hawaii and Puerto Rico** – Orders of \$1,000.00 or more will be shipped free freight F.O.B. to a freight forwarder.
7. EiKO will no longer ship freight collect using the customer's account number.

We will cover the above items under normal Continental United States Policy. Therefore, you can achieve free freight to a border destination and then pick up the expense of forwarding the freight to your destination in Alaska, Hawaii or Puerto Rico. As an example, if you are a customer in Hawaii, you can have the goods for orders over \$1000.00 shipped free freight to a freight forwarder. It would then be your responsibility to cover the freight to Hawaii.

Return Authorization:

1. You must contact EiKO, Ltd. for authorization to return defective products and shipment errors.
 2. Return authorization will not be issued unless the distributor provides a **valid invoice number** showing when goods were purchased. A copy of this invoice must be included with the return.
 3. **Goods must be less than one year old to be eligible for return.**
 4. Where the request for return is neither defective merchandise nor error made by EiKO, Ltd., the following policy will apply: A restocking charge of 20% will be charged on all authorized and acceptable goods. If goods are not returned in resalable condition they will be returned to the sender at the expense of the sender and no credit will be issued.
- NOTE: All returns must have a return number on the outside of the box or they will be refused.

Shipment Discrepancies: All shipment discrepancies, damage, etc, must be reported within 10 days of the shipment date shown on the invoice.

General: We reserve the right to, at any time and without notice, discontinue or substitute brands.

Minimum Order Requirements for Linear Fluorescent Lamps: In order to avoid breakage, the minimum order quantity for T8 & T12 linear fluorescent lamps four feet or longer is 360. The minimum order quantity for programmed start T5 linear fluorescent lamps is 100. Mixing SKUs to meet the minimum order is allowed. Orders under \$750 will be charged \$70 LTL freight.

***Important Note About Minimum Advertised Pricing (MAPP):** In order to avoid predatory pricing and to maintain the integrity of the products, SoLux products purchased through EiKO, Ltd. may not be advertised for sale (Internet, electronic, print media, mailings or otherwise) by you, a sub-distributor or any other agent, below the minimum advertised price established in the current Distributor Net Price Schedule. This minimum advertised price will be known as and referred to as the MAPP price. Failure to comply with MAPP pricing requirements will result in the loss of your access to SoLux products.

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