



SALES TERMS AND CONDITIONS

These Terms and Conditions of Sale apply to any and all products or services of Helios Lighting Inc. unless otherwise specifically agreed to in writing by Helios Lighting Inc ("Helios").

PRICES:

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "firm," Helios reserves the right to invoice at the prices in effect on the date of shipment. Helios reserves the right to require minimum order amounts.

TAXES:

Prices exclude all taxes. Purchaser has responsibility for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership, license or use of the products or services.

Payment Terms:

Unless otherwise agreed to in advance, payment on each invoice is due within 30 days from the invoice date. Any balance unpaid at such time will bear interest at the rate of 1.5% per month with an annual percentage rate of 18%. Purchaser also agrees to pay any costs incurred by Helios to enforce the terms of this agreement.

FREIGHT ALLOWANCE:

Any orders that qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and allowed or as otherwise agreed to in writing by Helios. Any orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and add. For all orders that qualify for freight allowance, Helios reserves the right to select the carrier and method of shipment and to route shipments at Helios' discretion.

SHIPPING PERFORMANCE:

When requested, Helios will establish shipping schedules as closely as practicable in accordance with the purchaser's expressed needs. However, Helios will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to purchaser (or any third party), whether occasioned by deviations in performance or nonperformance of any of Helios' obligations under the contract, or loss of or damage to goods when caused directly or indirectly by or in any manner arising from any casualty, riots, act of the purchaser, strikes, or other labor difficulties, supplies, or transportation facilities, or any other cause beyond its control or the control of its suppliers. In no event, and under no circumstances, shall Helios agree to pay any amount, whether identified as a penalty or as liquidated damages, for failure to meet a shipping schedule unless specific agreement to that effect is made in writing and signed by an officer of Helios.

TRANSPORTATION CLAIMS:

Title and risk of loss passes to purchaser upon delivery of products by Helios to the carrier. If merchandise is delivered in damaged condition or cartons missing, a notation must be placed on all documentation(s) signed by the receiver. Concealed damages are notified after, delivery, the carrier should be contacted by telephone and in writing to request an inspection. All requests for credit due to transportation loss or damage should be accompanied properly with signed documentation. A claim for loss for damage must be filed by customer within 5 working days from receipt of shipment date. Credit cannot be allowed for damage claims that are not properly substantiated with supporting documentation received by Helios too late for timely filing with the carrier.

LIMITED WARRANTY:

Statements of the limited warranties provided by Helios Lighting products, services and service offerings are available at <http://www.heliosltg.com/warranty>.

RETURN OF STOCK MERCHANDISE:

No merchandise may be returned without prior written authorization from Helios. Requests to return merchandise must be made within two (2) months from date of shipment by Helios. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum disposition charge of 35% (to defray the cost of handling). All returned product must be in salable condition in order to qualify for credit. Return authorization will not be granted when the value of all items to be returned is less than \$300.

CANCELLATIONS:

Stock products may be cancelled prior to shipment without charge. Cancellation of any order for non-stock products will incur charges for work already performed and for special material purchased by Helios. Cancellation of any product order after shipment will be subject to the return provisions of these Terms and Conditions of Sale.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, proposals, agreements and understandings, whether oral or written, relating to the products to be purchased hereunder or otherwise relating to the subject matter of this Agreement. Any representation, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Helios.

CHOICE OF LAW; CONSENT TO JURISDICTION:

These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of South Carolina, USA, without regard to such state's laws related to choice of law. Any State or Federal Court in Greenville County, South Carolina shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale.