

Standard Terms & Conditions

Just Normlicht, Inc.
2000 Cabot Blvd. West, Suite 120
Langhorne, PA 19047-2408, USA

CONFIRMATION OF SALE

Orders shall be deemed accepted only when duly confirmed in writing by Just Normlicht, Inc., herein-after designated as Seller, at its principal office at 2000 Cabot Blvd. West, Suite 120, Langhorne, PA 19047. Upon such confirmation the order shall become a contract. No oral agreement, representation or warranty shall bind Seller. This agreement may not be changed or terminated orally and no change, termination or waiver of any of its provisions shall be valid unless in writing and is signed by both parties.

CANCELLATION

Once the order has been accepted by Seller, Buyer cannot cancel without the prior written consent of Seller. In the event that Seller consents to cancellation, Buyer shall be obligated to pay cancellation charges according to the state of the design and manufacturing, but in no event less than fifteen percent (15%) of purchase price. Any deposit under the contact may be applied by Seller towards cancellation charge.

PRICING AND TERMS OF PAYMENT

All prices are quoted and payable in US \$, FOB, Langhorne, PA, unless otherwise quoted. Payment terms are 30 days net upon approved credit, or other terms as specified in writing.

Seller reserves the right, in case of Buyer's default, to charge interest of two percent (2%) over prime rate charge by the Chase Manhattan Bank of New York to its best customers, on all outstanding balance. Time of payment is of the essence under this contract. Upon default in any of the terms of this contract or failure to comply with any of the conditions hereof, or upon seizure of the property under execution or other legal process, or if Buyer becomes bankrupt or insolvent, or any petition for reorganization or for a state court receivership is filed against Buyer, or if the Buyer makes any assignment for the benefit of his creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the Seller should deem itself insecure, the full amount of the purchase price then remaining unpaid shall at once become due and payable at the option of the Seller.

Payments should be mailed to:

JUST Normlicht, Inc.
2000 Cabot Blvd. West, Suite 120
Langhorne, PA 19047-2408

Please indicate your order confirmation number, your purchase order number, and customer account number on your check.

We also accept payment by Wire Transfer or ACH methods, with prior written approval. Please contact us for information to make payment by these or other methods.

SALES, USE, AND SIMILAR TAXES

Unless otherwise specifically agreed, the amount of any sale, use, excise taxes, or any similar taxes for which Seller is legally liable, either initially or through failure of payment by Buyer, shall be added to the price quoted or to the purchase price and Buyer agrees to pay the same to Seller and/or to hold Seller harmless therefrom.

VARIATIONS IN DUTIES AND TAXES

Buyer shall bear any increases, after the date of this contract, in - or any new imposition of - duties, levies or taxes relating to the product sold hereunder. Buyer shall further bear any additional cost and expense to Seller due to increases, subsequent to the date of this contract, in freight or insurance rates pertaining to the product sold. The same shall apply to currency exchange fluctuations.

SHIPMENT AS UNITY

Each shipment by Seller shall be treated as a separate and distinct unit, but only with respect to forwarding, terms of payment and the making of claims by Buyer; provided, however, that if Buyer defaults in the payment of any obligation to Seller or any installments thereof, under any agreement between Buyer and Seller, or if Buyer refuses to accept any goods under any other contact between Buyer and Seller, the Seller may on thirty (30) days written notice to Buyer, without prejudice to Seller's other lawful remedies, either defer further performance until the defaulted payments are made in full, or make future deliveries for cash in advance only, or treat the entire contract or contracts with Buyer as breached by Buyer and pursue its remedies for breach.

SECURITY INTEREST AND TITLE

In states and localities which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, reserving in Seller a security interest until full payment of purchase price. The provisions of the Uniform Commercial Code regarding

security interest shall have preference and apply if inconsistent with other terms of the conditions of sale herein. In states and localities where the Uniform Commercial Code does not apply, title to the merchandise shall remain the Seller or its assigns until full payment of the purchase price. Buyer agrees to execute forthwith any and all documents in such form as Seller may require for filing or recording the security interest under the Uniform Commercial Code with the proper registers or office, or for filing or recording the conditional sales contract.

DELIVERY

Unless otherwise agreed, delivery of the goods to any carrier shall constitute delivery to Buyer, and thereafter the risk of loss or damage to the goods shall be upon Buyer. If Buyer does not give delivery instructions to Seller at least four (4) weeks prior to the delivery date ex-factory confirmed by Seller, Seller may deliver the goods to a carrier of its own choosing, at Buyer's cost and risk, or at Seller's option, may store the goods on the pier or in any warehouse at Buyer's cost and risk. The purchase price in such event shall become due and payable within ten (10) days of such storage.

RECEIPT OF GOODS, FREIGHT DAMAGES

Please check your order immediately; all claims for concealed damage or shortage must be made within 5 days after receipt of order. Damaged cartons should not be accepted. Claims for concealed damage may require carrier inspection. Please save the original shipping box and all packing materials.

SHORTAGE AND NON-CONFORMITY

Any claim of shortage or that the goods do not conform with the specifications of the order or model must be made in writing within ten (10) days after delivery of the goods (as to which such claim is made) to Seller or its nominees, but in no event shall the claim be later than within the time limit provided by the carrier or insurance company, otherwise such claim shall be deemed waived. The samples, measurements, dimensions and weights contained in the Seller's catalogues, sales manuals, photographs and drawings, constitute only an approximate guide. The Seller reserves the right to make any changes which the Seller, in its absolute discretion considers necessary.

In the event that Buyer has verified claim of shortage or of non-conformity of the goods to the specifications of the order or the model, and if such claim has been submitted within the required time limits as set forth above. Seller shall, at its own expense, make up for the shortage of the goods, or replace or repair the goods, but in no event shall Seller be or become liable to Buyer or to any other person or persons for any loss

or damage, direct or indirect, arising out of or caused by such incidents or for the loss of profits, business or good will.

INSURANCE

Buyer shall keep the merchandise insured against damage by fire, water or other casualty, with loss payable to Seller for the total amount until Seller is fully paid.

INSTALLATION AND OPERATING INSTRUCTIONS

Upon request Seller will make available factory-trained personnel at Seller's current rates, per separate agreement. Buyer is to prepare at its expense all service connections necessary for installation and operation and bring the equipment to its location prior to calling Just Normlicht personnel.

RETURN POLICY

Please inspect your order immediately upon receipt. Do not discard any boxes or packing materials until you are confident your equipment is functioning correctly. Returns are accepted only with a Return Material Authorization Number (RMA) issued by the Warehouse Manager of JUST Normlicht, Inc. RMAs must be issued within 10 days after delivery.

Returns of JUST Normlicht or GL Optic product for reasons other than damage by our carrier, product performance, or function are at the sole discretion of the Seller. All such returns will incur a restocking charge of 25% of list price for customers or 15% of list price for resellers.. All returns for credit must be new (unused), in their original packaging, 100% complete and suitable for resale. Returns received by Seller in damaged condition, including packaging or return freight damages, or products in used condition, may be charged a restocking fee up to the full invoiced amount of the product. Shipping Costs are non-refundable. Fluorescent tubes are not returnable.

Returns must be received within 10 calendar days from the date the RMA is issued. Returns should be shipped in a shipping carton with the RMA number clearly indicated on the shipping label and on a copy of the invoice and the completed RMA form, enclosed with the shipping paperwork. The Customer is responsible for shipping costs, and product should be fully insured. JUST Normlicht, Inc. is not responsible for any lost or damaged packages. Products returned in damaged or unacceptable condition will be returned to the customer.

Returns should be addressed to:

JUST Normlicht, Inc.
2000 Cabot Blvd. West, Suite 120
Langhorne, PA 19047-2408

LIMITED WARRANTY

Seller warrants the goods to be free from defects in material and workmanship under normal use and service and not arising from misuse, negligence, modification or service other than by Seller, accident, or disregard of Seller's instructions, in connection with the use, installation or transportation of the goods by Buyer, its agents, servants, employees, or by carriers. This warranty shall pertain to any goods or parts of any goods as to which Buyer has, within twelve (12) months following delivery of such goods to Buyer or its nominees, given written notice of claimed defects to Seller. Buyer shall return such goods to location designated by Seller, shipping prepaid, and include details of such defects. This warranty shall be effective as to such goods which Seller's examination shall disclose to its satisfaction as being defective. Seller's obligations under this warranty are limited to remedying any deficiencies in the goods at such place or places in the United States of America or other location as may be designated by Seller. If Buyer agrees, Seller's liability may be fulfilled by furnishing Buyer, at Seller's cost, parts or components as required.

This warranty is expressly in lieu of all other warranties expressed or implied. In no event shall the Seller be liable to the Buyer or to any other person for any loss or damage, direct, indirect or consequential, arising out of or caused by the use or operation of the goods, or for the loss of profits, business or good will. Seller shall in no event be liable to any person or firm (including any assignee of Buyer) except Buyer and its successors.

Further excluded from the warranty herein are:

- a. Defects in parts or components not manufactured directly by Seller, these are subject to warranty conditions, if any, issued by Seller's suppliers.
- b. Wear, tear and defects resulting from any corrosive or abrasive materials used in production.
- c. Goods or parts of any goods transferred by the Buyer to a different organization, or transferred to a country different than listed on the Confirmation of Sale agreement, without prior written consent of Seller.

FORCE MAJEURE

The obligation of Seller shall be modified or excused for reasons of Acts of God, war, governmental law or regulations, strikes or lockouts, fire, breakdown of machinery, whether in its own business enterprise or that of any of its suppliers, or if for any other cause beyond Seller's control, the goods cannot be delivered or their delivery becomes delayed in whole or in part. In the above instances time for delivery shall be ex-

tended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undelivered portion of the order or contract if the delay exceeds six (6) months from the delivery date originally confirmed by Seller. In no event shall Seller become liable in the aforesaid instances to Buyer or any third party for consequential damages or business loss.

LIMITATION OF LIABILITY

The remedies provided herein are the sole and exclusive remedies of Buyer. In no event shall Seller's liability exceed the amount or amounts actually paid by Buyer, nor shall Seller be or become liable for any consequential, special or incidental damages. In the event that some states may not allow the exclusion or limitation - in part or in whole - of such claims of damages, this provision shall be subject to such state laws.

GOODS IN TRANSIT

If prior to delivery or while the merchandise is in transit, Buyer becomes bankrupt or insolvent, or any petition in bankruptcy or for reorganization, or for a state court receivership is filed against Buyer, the Seller may forthwith terminate this contract by giving written notice of such termination. Such termination shall not prejudice Seller's rights to any amounts then due under the contract. If Buyer becomes bankrupt or insolvent or any petition in bankruptcy or for reorganization or for a state court receivership is filed against Buyer, then at its option, Seller may take possession of any goods theretofore sold to Buyer in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth in Paragraphs 10 and 11 hereinafter.

BUYER'S REFUSAL OF DELIVERY

If Buyer refuses to accept delivery of any goods, then Seller, without prejudice to Seller's other lawful remedies, may store the goods in a warehouse for Buyer's account and at Buyer's cost risk and expense, or sell such goods (without notice) to any purchaser and hold Buyer liable for any difference in price between (a) the contract price, and (b) the price at which such goods are resold less the cost and expense of such release including brokerage commission, subject, however, to applicable Federal and State laws.

BUYER'S DEFAULT

Upon Buyer's default, Seller may make any disposition of the merchandise that it deems fit and, if it desires to resell the same, may do so at private or public sale, with or without notice and with or without the property being at the place of sale, subject, however, to applicable Federal and State laws. The Seller or its assigns shall have the right to bid at such sale and may become the purchaser of the property. The proceeds of the sale shall first be applied to the expenses in-

curred in retaking, repairing, storing and selling the merchandise, reasonable attorneys' fees included, and then shall be applied to the payment of the balance due under the contract. Any surplus remaining shall be paid to Buyer. If a deficiency results after resale, the Buyer agrees to pay same forthwith, together with reasonable attorneys' fees for the recovery thereof incurred by Seller. If upon Buyer's default, the Seller elects not to resell any merchandise which it may repossess, then the cost of repossession, including reasonable attorneys' fees, shall forthwith be due and payable from Buyer to Seller.

BUYER'S RESPONSIBILITY AS TO MAINTENANCE

Buyer shall use, and shall require its employees and agents to use, all safety devices and guards and shall maintain same in proper working order. Warning signs on equipment shall be kept in place and explained to operators. Buyer shall use, and require its employees and agents to use, safe operating procedures in the operation of the equipment, its maintenance and changeover, and shall obey and have its employees and agents obey, safety instructions given by Seller, and follow safety and operating instructions proved in manual. If Buyer fails to meet the obligations herein, Buyer agrees to indemnify and save Seller harmless from any liability or obligations with regard to any personal injuries or property damages directly or indirectly connected with the operation of the equipment. Buyer further agrees to notify Seller promptly and in any event not later than ten (10) days after notice or knowledge, of any accident or malfunction involving Seller's equipment which has caused personal injury or property damages and to co-operate fully with Seller in investigating and determining the causes of such accident and malfunction. In the event that Buyer fails to give such notice to Seller or to co-operate with Seller, Buyer shall be obligated to indemnify and save Seller harmless from any claims arising from such accident.

NON-ASSIGNMENT BY BUYER

Contract or contracts may not be assigned by Buyer without prior written consent of Seller.

MODIFICATIONS BY SELLER

Any contract and notice given hereunder may be assigned, transferred or negotiated by Seller, or the time for the making of any payment due hereunder by Buyer may be extended by Seller without derogation of any of the rights of the Seller or its assigns. Waiver by any party of any default shall not be deemed a waiver of any subsequent default.

COMPLIANCE WITH OCCUPATION SAFETY AND HEALTH ACT (OSHA)

Due to variations in OSHA standards at various locations, Seller does not warrant that its goods meet all the requirements of the Act. If and where possible, Seller will modify its equipment at Buyer's specific request and cost, at Seller's prices then in effect.

JURISDICTION

Any dispute arising under this contract will be resolved according to the laws of the Commonwealth of Pennsylvania. The parties hereto specifically consent to jurisdiction in the Court of Common Pleas of Bucks County, Pennsylvania. Buyer and Seller agree to waive trial by jury in any action or other such proceedings arising out of or relating to this contract.

APPLICABLE LAW

This contract shall be governed by the laws of the Commonwealth of Pennsylvania.

PRIVACY POLICY

At JUST Normlicht, Inc. we are committed to protect your privacy online. Our Privacy Policy demonstrates our firm commitment to protect the privacy of our customers. We use the information that we collect about our customers, such as names, phone numbers, billing, shipping and any transactional information, to fulfill product and service purchases and create a more personalized online experience.

JUST Normlicht, Inc. does not sell or rent any customer related information to others.