

Brightline Reseller Terms & Conditions

PAYMENT TERMS

Upon shipment of the Brightline products, Company will invoice the Reseller and payment of that invoice is due within thirty (30) days from the date of invoice. First-time customers must pay their initial order in advance, with subsequent orders subject to NET-30 terms. The above-described payment terms are subject to approval of the Reseller's credit. Payments outstanding after thirty (30) days from date due shall accrue interest at a rate of one-and-a-half percent (1.5 %) per month. In any event, title to all hardware material shall not pass to the Reseller until the Company has received complete and final payment for all invoiced products and services under this Agreement. Reseller agrees to grant Company a security interest in all goods shipped at the invoiced price until the Company has received full and final payment. In the event the Reseller is more than sixty (60) days delinquent in meeting any payment term described in this Agreement, then the Reseller consents to, and authorizes the Company to repossess any and all products and materials not paid for, provided that the Company has duly notified the Reseller, and given the Reseller ten (10) calendar days to cure the delinquent payment situation.

PRODUCT WARRANTIES AND LIMITATIONS OF LIABILITY

Limited Warranty - Hardware Products. Company warrants to Reseller's direct customer, and to customer's end user only, that the hardware products meet the Company's published specifications and will be free from defects in workmanship or material for one (1) year, effective thirty (30) days from the date that the products were shipped from the Company's warehouse. Should any defect in workmanship or material appear within this one-year period, Company will (upon notification from Reseller's direct customer or customer's end user during the valid warranty period; and with proper substantiation provided to Company that the goods have been stored, installed, maintained, and operated in accordance with Company's recommended practice and standard industry practice; and that the defect(s) are not the result of an unauthorized repair, modification, or improper connection by mechanical or electrical means to any other piece of equipment or device) correct such defect(s) by suitable repair or replacement, either at the factory or at the place of business of the customer or customer's end user, at Company's sole option. All returns to Company's factory must be authorized in writing in advance of the shipment, and shipping postage prepaid. Company assumes no risk of loss or liability for damage during shipment prior to acceptance of delivery at Company's factory. Company will not prepay outgoing freight charges for repaired products if the incoming inspection fails to disclose a warranted defect. Reseller shall ensure that it is understood by Reseller's customer and such customer's end user that the foregoing limited warranty shall be the customer's or the customer's end user's SOLE AND EXCLUSIVE REMEDY and Company's SOLE AND EXCLUSIVE LIABILITY for any failure of the product under this limited warranty. The sole purpose of customer's or the customer's end user's EXCLUSIVE REMEDY and the Company's SOLE AND EXCLUSIVE LIABILITY shall be to provide the customer or customer's end user with free repair and replacement of a defective part in the manner provided herein, and such part shall not be deemed to have failed its essential purpose as long as Company is willing and able to repair or replace the defective part(s) in the described manner. **THIS WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF PARTS OR PRODUCTS UNDER THIS WARRANTY AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY OR PERFORMANCE.** Correction of nonconformities, in the manner and time period provided herein, shall constitute fulfillment of all liabilities of Company to customer or customer's end user with respect to, or arising out of, the failure or malfunction of the part(s) or product(s) prior to or in use, whether based on contract, negligence, strict liability, or otherwise. Company's warranty may pass solely to customer or customer's end user only upon the terms contained in this agreement. Customer or customer's end user shall be fully responsible for the management of any warranty claims. During the warranty period, Company will supply, at no charge, either new or rebuilt replacements for defective parts, excluding lamps, which are considered to be consumables.

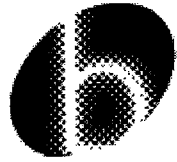
ORDER CHANGE OR CANCELLATION

Reseller has the right at any time to issue a change order to propose changes in drawings, designs, specifications, quantities, and delivery schedules regarding any goods and/or work covered in the scope of work. Reseller accepts full responsibility and liability for any delays to the project schedule caused by such change orders, or for any storage of the equipment that may be requested by the Reseller or Reseller's end user. For such a change order to be binding on Company, the change order must be presented by Reseller's purchasing department and properly received and approved by Company. Purchase orders and/or change orders issued by the Reseller cannot be canceled, nor can the shipment of products covered under those purchase orders and/or change orders be deferred or returned to Company without the full consent and written approval of Company, and only upon the conditions that will indemnify the Company against all losses, including profit losses, and incidental damages relating to any or all parts of the purchase order and/or change order that is canceled, or shipment of goods deferred or returned. In the event that the Reseller requests a cancellation of the project, the Company shall be entitled to a cancellation fee equal to fifteen percent (15%) of the final quoted price provided the Company is notified in writing more than eight (8) weeks from the delivery date in the final quote; twenty-five percent (25%) if the Company is notified in writing within four (4) weeks from the delivery date in the final quote; fifty percent (50%) if the Company is notified in writing within one (1) week from the delivery date in the final quote or for any returned equipment, up to 120 days from shipment; all cancellation fees are dependent on new conditions of fixtures. For returns after 120 days, contact factory. In those circumstances in which Company has authorized the return of goods, shipping charges and insurance relating to the return of goods are to be prepaid by Reseller unless otherwise authorized by Company on its return-authorization form.

MISCELLANEOUS TERMS

- All Brightline quotations are valid for 45 days from date issued.
- Hold-for-release (HFR) terms are:
 1. HFR orders not released within six (6) months of order entry are subject to an additional charge of two percent (2%) per month.
 2. HFR orders changed or cancelled prior to submittal approval are subject to a 10% fee.
 3. HFR orders changed or cancelled after submittal approval are subject to a 20% fee.
 4. Once released by written authorization, HFR orders will ship one month from release date.
- Unless specified on quotation, any/all installation services are at an additional charge.
- All sales are in USD (United States dollars).
- These terms and conditions apply only to items detailed within the Brightline quotation.
- Possession of this pricelist does not in and of itself expressly imply the bearers' right to re-sell Brightline's products, or otherwise commit Brightline L.P.

ALL TERMS ARE SUBJECT TO CHANGE



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WARRANTY

Brightline guarantees all its products to be free from defects in materials and workmanship for a period of one (1) year from the date of shipment.

PROCEDURES

If any product is found to be unsatisfactory under this warranty, the buyer must notify **Brightline** immediately. Once a course of action has been determined, if it is necessary to return the product to **Brightline** a Return Authorization (RA) will be issued. Ship the product directly to **Brightline**, 580 Mayer Street, Building #7, Bridgeville, PA 15017. The RA number should be marked on the shipping carton. The unit will be replaced or put into proper operating condition, free of all charges. The correction of any defects through repair or replacement by **Brightline** shall constitute fulfillment of all obligations and liability of **Brightline** to the buyer under this warranty and the contract of sale.

DISCLAIMERS

Brightline is not responsible for damage to its products caused by improper installation, maintenance, or use; by improper electrical hookups; or by unauthorized repairs.

Failure to notify **Brightline** of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repairs, or adjustments shall terminate the warranty and **Brightline** shall have no further responsibility under the warranty.

Brightline shall not be liable for special or consequential damages in any claim, action, suit, or proceeding arising under this warranty or contract of sale, nor shall **Brightline** be liable for claims for labor, loss of profits or goodwill, repairs, or other expenses incidental to replacement. **Brightline** makes no other warranty of any kind whatsoever, expressed or implied, and all implied warranties of merchantability and fitness for a particular purpose that exceed the obligation specifically described in this warranty are hereby disclaimed by **Brightline** and excluded from this agreement.

All shipments, unless otherwise noted, are F.O.B. factory.

The customer is advised to inspect for shipping damage, apparent and/or hidden. If detected, notify the transportation company and file your claim.

580 Mayer Street, Building #7, Bridgeville, PA 15017 • phone 412.206.0106 • fax 412.206.0146

www.brightlines.com