

Website Terms of Use

<http://www.rabweb.com/terms>

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Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflict of laws. You agree to submit, and hereby do submit, to the jurisdiction of the state and federal courts of the State of New York in connection with any dispute relating to these Terms and Conditions, and you waive any objection to such jurisdiction based on venue, convenience, or any other cause.

General. RAB Lighting may at any time revise these Terms and Conditions by placing an updated version on this Site. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms and Conditions to which you are bound. These Terms and Conditions represent the entire agreement of the parties regarding this Site and supersede all prior and contemporaneous agreements between parties, whether written or oral. Except as set forth in this paragraph, the Terms and Conditions may not be amended, altered, or changed except by the written agreement of both parties.

Terms of Sale

<http://www.rabweb.com/terms>

Scope. These Terms of Sale apply to all sales of products by RAB Lighting Inc. ("RAB") to any purchaser ("Buyer"). These terms may in some instances conflict with some of the terms proposed by Buyer. Therefore, acceptance of Buyer's order is made only on the express understanding that to the extent that any of these terms and conditions conflict with any terms of Buyer's order, these terms and conditions will govern. These terms will be deemed accepted by Buyer placing an order, accepting the goods, or tendering full or partial payment. RAB's failure to object to provisions contained in any communication from Buyer will not be deemed a waiver of these terms. Any additions to, or deviation from these terms, must be proposed to RAB at its office and must be accepted in writing by an officer of RAB before such terms will become part of the contract. Buyer is responsible for complying with these terms and for reviewing these terms on a regular basis to ensure that Buyer is aware of changes in these terms.

Payment Terms and Cash Discounts. Unless otherwise expressly agreed in writing by RAB, no order for any pole product will be accepted by RAB unless the full purchase price and all other charges are paid in full with placement of the order. For other (non-pole) products, payment is due 30 days after the invoice date and if payment is received by RAB by the 10th day of the month following the invoice date, a cash discount in the amount of 1% will be allowed. Cash discounts apply only to RAB products other than pole products and do not apply to any other charges, including without limitation to freight charges. In the event that Buyer cancels an order prior to shipment, then Buyer will be charged a cancellation fee of 50% of the total price of the order. No order may be cancelled after shipment.

Prices. All prices are subject to change and revision without advance notice. Standard quantities are either the master package quantity or the quantity required for the full discount. Orders for less than standard quantities will be billed at the prices in the Less Than Standard Quantity column regardless of the size of the total order. Orders marked HOLD or HOLD FOR RELEASE will be billed at the prices in effect on the date that shipment is requested. Buyer will pay any and all applicable sales tax or use tax, if any, plus any other applicable federal, state, or local taxes imposed on this sale, excluding tax assessed on RAB income.

Minimum Advertised Pricing and Internet Advertising Policy. RAB's Minimum Advertised Pricing and Internet Advertising Policy is applicable to each Buyer with respect to Buyer's advertising of RAB Products and the advertising and sale of RAB Products on the internet and is incorporated into these Terms of Sale by reference.

Authorized Distributors. RAB products are sold only to Buyers authorized by RAB to resell RAB products on a non-exclusive basis ("Authorized Distributors"). RAB may grant or terminate Authorized Distributor status in its sole discretion. Anyone placing an order who is not an Authorized Distributor will be referred to the nearest Authorized Distributor.

Shipping Costs. Products are sold FOB RAB's factory or warehouse of origin. RAB will pay the freight costs on individual orders of \$1,000 net or greater to one destination in the continental United States. Partial shipments made to one or more destinations at Buyer's request must each total at least \$1,000 net to qualify for prepaid shipping regardless of the size of the total order. RAB will use carriers of its own choice on prepaid shipments. If another means of transportation is requested, Buyer must pay transportation costs. Individual orders less than \$1,000 net will be drop shipped to a destination specified by Buyer within the continental United States with all shipping costs paid by Buyer. Notwithstanding the foregoing, all shipments of pole products are F.O.B. point of shipment and will be shipped via ground transport in RAB's sole discretion. Buyer will pay RAB the cost of shipment, including any export charges or taxes. Buyer will also pay the cost of shipment of the anchor bolts, which may be shipped separately by RAB. All costs of insurance, documentation, and bank charges incurred in shipments will be borne by Buyer.

Delivery Date. Any estimated or firm delivery dates or periods are predictions made by RAB of the times within which it is likely that the products will be shipped; however, due to the difficulties inherent in predicting future delivery dates or periods, RAB does not promise, guarantee or otherwise obligate itself to have products shipped on or before that time. RAB WILL ENDEAVOR TO MEET THE ESTIMATED OR FIRM DELIVERY DATES OR PERIODS, BUT WILL NOT BE LIABLE IN DAMAGES OR OTHERWISE, NOR WILL BUYER BE RELIEVED OF PERFORMANCE, BECAUSE OF FAILURE TO MEET THEM.

Minimum Billing. The minimum billing amount for all orders is \$150 net from factory and \$100 net from warehouses, plus transportation charges. Orders received for lesser amounts will be invoiced at the minimum billing amount.

Risk of Loss. Upon receipt by carrier of merchandise in good condition, title to and risk of loss for merchandise passes from RAB to Buyer. Claims for loss or damage during transit or storage must be made by Buyer directly to the carrier, storage company, or insurance company, if any. Claims for shortages must be made to RAB, 170 Ludlow Avenue, Northvale, New Jersey 07647, in writing within 30 days of receipt of shipment.

RETURNS

Return Policy. Except as provided below, products may not be returned without prior written approval issued by RAB in its sole and absolute discretion.

Defective Goods. Return authorization is required for pole products. No return authorization is required for other products. Send non-pole products under warranty to RAB (goods must be received by RAB no later than one year from date of shipment) with written explanation of failure and application. For LED products, the return authorization code must be included with the returned goods or the goods will be returned to Buyer at Buyer's expense. Also include shipping instructions for return of replacement or repaired item. For pole products, all requests for returns must be made within 30 days of shipment, a return authorization code is required, and all returns will be subject to a restocking charge equal to 50% of the purchase price of the products together with all other costs of RAB, including the costs of preparing the products for resale. All returned items must be sent to a RAB specified location, freight prepaid. If a product is not under warranty, Buyer should call RAB for the cost to repair.

Advance Replacement. If advance replacement is approved by RAB, Buyer will be billed and then credited upon receipt of returned goods.

Order Entry/Shipping Errors. Call RAB for authorization to return. If return was caused by RAB error full credit will be allowed.

Inventory Adjustment. Any Authorized Distributor placing an order for at least twice the original net invoice value of the return will receive full credit provided that the prior approved return is received, prepaid in perfect condition in undamaged, unopened original cartons. Credit will only be issued with an offsetting 2 for 1 purchase order. Otherwise all prior approved returns will be subject to a 30% restocking charge, which will be deducted from the return credit amount.

Product Warranties. The RAB Lighting Product Warranties are incorporated into these Terms of Sale by reference and apply to all products purchased from RAB unless otherwise agreed in writing by an officer of RAB. THESE WARRANTIES ARE IN LIEU OF, AND RAB EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AND THE FOREGOING WARRANTIES STATE RAB'S ENTIRE AND EXCLUSIVE LIABILITY, AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE, PRODUCTS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION.

Limitation of Liability RAB will not be liable under any theory of relief, including without limitation breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to this agreement or products provided hereunder or RAB's acts or omissions for: (i) any indirect, incidental, special or consequential damages, whatsoever (including without limitation, loss of anticipated value of a business or its reputation) or (ii) any damage or loss in excess of the price actually paid by Buyer for the products that caused the damages. Any action by Buyer must be commenced within one year after the cause of action has accrued.

Intellectual Property and Relationship of Parties. Buyer acknowledges and agrees that the RAB Mark and all copyrights, patents and other RAB intellectual property are owned exclusively by RAB. 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 RAB Mark. Buyer will not make, use or copy any RAB any material that is the same or substantially similar to any RAB copyright or patent. Provided that Buyer is in good standing with RAB 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 RAB products as offered for sale to consumers by Buyer provided that all such use of the RAB Mark by Buyer will inure to the benefit of RAB; and (b) using RAB photographs and descriptions of RAB products solely to promote sales of the RAB products. Any other use of any RAB Mark or RAB copyrighted material is prohibited without RAB's prior written consent. Buyer and RAB are independent contractors. Buyer will not hold itself out as an agent of RAB or otherwise misstate or misrepresent its relationship to RAB.

Miscellaneous. These Terms of Sale, the RAB Lighting Product Warranties referenced herein, and the Minimum Advertised Pricing and Internet Advertising Policy referenced herein, constitute the entire agreement between the parties hereto with respect to the subject matter of these Terms of Sale. These Terms of Sale will be governed by the laws of the State of New York. Buyer consents to the personal jurisdiction and venue of the courts of the State of New York. 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 New York and Buyer agrees that such courts are a convenient forum for adjudication. In the event that suit is necessary to recover amounts owed RAB, Buyer will be liable for reasonable attorney's fees, interest and costs of collection. No agreement or understanding varying the terms and conditions hereof will be binding upon either party hereto unless in writing attached hereto and signed by duly authorized representatives of both parties. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Minimum Advertised Pricing and Internet Advertising Policy

<http://www.rabweb.com/terms>

RAB has unilaterally adopted the following Minimum Advertised Pricing and Internet Advertising Policy (“Policy”), which is applicable to each Buyer with respect to Buyer's advertising of RAB Products and the advertising and sale of RAB Products on the internet.

1. Definitions: (a) RAB Products means any product supplied by RAB; (b) Net Price means the stated price less all discounts, premiums, trade-ins, coupons, allowances and free goods or services offered with the RAB Products; and (c) Minimum Price (MAP) means the amount established by RAB and provided to Buyer from time to time by e-mail or any other means; (d) RAB Mark means the RAB trademark and all other trademarks, service marks, trade names or other proprietary designations used in connection with the RAB products; and (e) RAB Product Number means any stock-keeping unit (SKU) number or RAB catalog number for RAB products and any other number used by RAB to identify RAB products.

2. Minimum Advertised Price: Each Buyer remains free to establish its own resale prices. However, a Buyer may not at any time: (a) advertise or otherwise promote RAB Products at a Net Price less than the Minimum Advertised Price (MAP); or (b) sell RAB Products to any other person or entity who advertises or otherwise promotes RAB Products at a Net Price less than the MAP (whether or not Buyer is aware that the other person or entity intends to advertise or otherwise promote RAB Products below the MAP).

3. Internet Sales and Advertising: Each Buyer remains free to advertise its own products and services. A Buyer may advertise and sell RAB Products through the Buyer's own proprietary internet store residing on a URL owned by Buyer. By way of example only and not in limitation, Buyer ABC Company may sell on its own propriety online store residing at www.abc-company.com. In addition, a Buyer may advertise and sell RAB Products on Amazon marketplace (www.amazon.com). No Buyer may advertise or sell RAB Products on any other websites, including with limitation on www.ebay.com or on www.lowes.com, www.sears.com or other “DIY” websites. Furthermore, a Buyer may not at any time: (a) advertise or otherwise promote RAB products using any RAB Mark or RAB Product Number on any Google or Bing web site in any manner including without limitation by purchasing Google Adwords or any equivalent Bing advertising service; or (b) sell RAB Products to any other person or entity who advertises or otherwise promotes or advertises RAB products using any RAB Mark or RAB Product Number on any Google or Bing web site in any manner including without limitation by purchasing Google Adwords or any equivalent Bing advertising service (whether or not Buyer is aware that the other person or entity intends to advertise or otherwise promote RAB Products using any RAB Mark or RAB Product Number on any Google or Bing web site).

4. Compliance: RAB will apply the following rules in determining compliance with this Policy:

a. Where a “coupon,” rebate or a discount for use with RAB Products is advertised, the value of the coupon or that discount will be subtracted from the listed advertised price to determine the Net Price.

b. Where an offer of “free shipping” or reduced shipping costs applicable to RAB Products is advertised, the value of such an offer of reduced shipping costs will not be subtracted from the listed advertised price to determine the Net Price.

c. Where an automated system that delivers to resale customers any price or “instant quote” for RAB Products by email, in an Internet based ordering system or “shopping cart,” as a “pop-up,” or by any other automated Internet based means, is used, such practices are considered advertising or promotion within the meaning of this Policy and must comply with the Policy.

d. Where the MAP price is crossed out, the customer is asked “to call for price,” or any other means is used to indicate that the actual price may be less than the MAP price, such practices are considered advertising or promotion within the meaning of this Policy.

5. If Buyer violates this Policy, RAB reserves the right to require Buyer to refrain from advertising RAB Products and to cease advertising or selling RAB Products through any Internet website for a period of six (6) months, and Buyer agrees to comply with such requirement. Furthermore, any violation of this Policy will result in the automatic and immediate termination without notice of the license granted under the RAB Website Terms of Use to use technical specifications, product literature, and any other materials relating to RAB Lighting products that are contained in or made available on the RAB website.

6. Buyer acknowledges and agrees that RAB is under no obligation to sell RAB Products to Buyer. RAB may refuse to accept orders from Buyer if: (a) Buyer violates this Policy more than once in any twelve month period; (b) RAB determines that Buyer has flagrantly violated this Policy; or (c) for any other lawful reason.

7. RAB will act unilaterally when executing this Policy and will neither solicit, consider, nor agree to any recommendation, request, or demand of any other person or entity. All matters of interpretation and application of the terms of this Policy will be at RAB's sole discretion.

Each Buyer is free to decide independently whether or not to follow this Policy. RAB neither seeks, nor will it accept, any assurance of compliance or agreement from Buyer regarding this Policy. Nor will RAB discuss any conditions of acceptance related to this Policy. No one other than an officer or director of RAB is, has been or will be authorized to modify or alter this Policy, or to bind RAB to

any action inconsistent with its terms. In particular, and without limitation, RAB sales personnel and agents are not authorized to modify or grant exceptions to this Policy. RAB reserves the right to modify this Policy from time to time without advance notice. This Policy is void in any nation, state, or province where prohibited by U.S. or local law.

Lighting Design Disclaimer

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The Lighting Analysis, ezLayout, Energy Analysis and/or Visual Simulation ("Lighting Design") provided by RAB Lighting Inc. ("RAB") represents an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been field verified by RAB and therefore actual measured results may vary from the actual field conditions. RAB recommends that design parameters and other information be field verified to reduce variation.

RAB neither warranties, either implied or stated with regard to actual measured light levels or energy consumption levels as compared to those illustrated by the Lighting Design. RAB neither warranties, either implied or stated, nor represents the appropriateness, completeness or suitability of the Lighting Design intent as compliant with any applicable regulatory code requirements with the exception of those specifically stated on drawings created and submitted by RAB. The Lighting design is issued, in whole or in part, as advisory documents for informational purposes and is not intended for construction nor as being part of a project's construction documentation package.