

## 1. GENERAL PROVISIONS

1.1 **Applicability:** These Terms and Conditions of Sale ("Terms") govern all sales and transactions between S.C.W. Corporation, d/b/a Day-O-Lite Manufacturing ("Day-O-Lite"), and the purchasing party ("Buyer"). By requesting a quote or placing an order, the Buyer agrees to these Terms, constituting the entire agreement between the parties. Any additional or conflicting terms proposed by the Buyer are expressly rejected unless explicitly accepted in writing by an authorized representative of Day-O-Lite. These Terms supersede all previously issued terms and override any terms in Buyer's documents. Day-O-Lite reserves the right to update these Terms, with updated versions applying to orders placed on or after the publication date.

## 2. QUOTATIONS & ORDERS

2.1 **Quotations:** Quotations are valid for 30 days unless otherwise specified. Day-O-Lite reserves the right to withdraw or modify any quotation prior to order acceptance. Quotations are based on complete shipments unless otherwise stated in writing on the quotation.

All quotations are based on the tariff rates, duties, and trade regulations in effect as of the quotation date. Day-O-Lite reserves the right to revise quoted pricing to reflect any increase, imposition, or modification of tariffs, duties, customs fees, import/export taxes, or other government-imposed charges that may occur prior to shipment or order fulfillment. Such revisions will apply to the affected items and constitute an equitable adjustment to the quoted price. Day-O-Lite shall not be liable for any delays or cost increases arising from causes beyond its reasonable control, including, but not limited to, changes in government policy, supply chain disruptions, or acts of force majeure.

2.2 **Order Acceptance:** Orders are only considered accepted upon Day-O-Lite's written confirmation. Day-O-Lite reserves the right to reject any order for any reason.

2.3 **Hold for Release Orders (HFR):** HFR orders may be held indefinitely. However, pricing is guaranteed for 60 days from the order date and is subject to adjustment after this period, and subsequently every 60 days thereafter.

2.4 **Order Modifications:** Any changes to accepted orders require written approval from Day-O-Lite and may result in additional charges or changes to the delivery schedule.

## 3. PRICING & PAYMENT

3.1 **Pricing:** All prices are in U.S. Dollars and subject to applicable taxes, duties, fees, and shipping costs unless otherwise stated. Buyer is responsible for all associated costs.

**3.2 Payment Terms:** Standard payment terms, for pre-approved credit, are 1% net 10, and net 30 from the date of invoice unless otherwise agreed upon in writing. Late payments are subject to a 2% monthly interest charge. Invoices must be paid in full as per the agreed terms for warranties to take effect.

**3.3 Credit Approval:** Day-O-Lite reserves the right to perform credit checks and may require prepayment or a letter of credit prior to fulfilling an order. An order requiring prepayment is not considered accepted until payment is received.

## 4. FREIGHT

**4.1 Shipping Policy:** Day-O-Lite is committed to efficient and cost-effective deliveries. All shipments are photographed prior to leaving the factory.

**4.1.1 Shipping Costs:** Buyer is responsible for all shipping charges, taxes, duties, brokerage fees, etc., unless otherwise specified.

**4.1.2 Freight Allowance:** A \$5,000 freight allowance applies to the Continental U.S., and a \$6,000 allowance applies to Canada. Expedited or special delivery services may incur additional charges not covered by the allowance.

**4.1.3 Shipping Terms:** All shipments are FOB Origin. Title and risk of loss pass to the Buyer once tendered to the carrier. Buyer must inspect and report any visible damage to the carrier before accepting delivery. Any damages or shortages must be reported to Day-O-Lite within 24 hours of receipt.

**4.1.4 Freight Claims:** Day-O-Lite is not responsible for freight damage, concealed damage, or shortages once the shipment has left our Warwick, RI facility. Freight claims are subject to carrier terms and conditions. Day-O-Lite partners with reputable carriers but is not liable for delays or issues caused by them. Day-O-Lite is not responsible for denied claims.

**4.1.4.1 Inspection:** All lighting fixtures and related components must be carefully inspected upon delivery. Any visible damage, concealed damage, shortages, or discrepancies must be reported in writing within five (5) days of receipt. Failure to provide notice and documentation within this period will result in the shipment being considered accepted in full and free of damage.

**4.1.4.2 Freight Claims:** Claims must include supporting documentation, including photos of the product, packaging, and bill of lading. Buyer must retain all packaging and damaged goods for inspection until the claim is resolved.

**4.1.4.3 Customer-Arranged Freight:** When the customer selects or arranges the freight carrier, Day-O-Lite is not liable for loss, damage, concealed damage, shortages, delays, or late delivery occurring after the shipment is tendered to that carrier.

**4.1.4.4 Special Shipping:** Special shipping requirements must be communicated in advance to ensure proper arrangements are made.

## 5. WARRANTY

5.1 **Warranty Coverage:** Day-O-Lite Manufacturing warrants its LED Lighting Luminaires (“Luminaires”) to be free from defects in material and workmanship for a period of five (5) years from the date of shipment. This warranty is solely applicable to the original purchaser of the Luminaires directly from Day-O-Lite Manufacturing. Day-O-Lite Manufacturing has exclusive discretion in determining if a Luminaire is defective. The following installation practices must be followed:

5.1.1 Luminaires must be installed, maintained, and operated in compliance with the National Electrical Code (NEC), all applicable local codes, and the product’s intended use as outlined in the Day-O-Lite Manufacturing’s product documentation.

5.1.2 Luminaires must be installed by a licensed electrician.

5.1.3 When DMX, 0-10V, DALI, Lutron, or any other control protocols, devices, or switches (by others) are used to control Day-O-Lite luminaires - including but not limited to functions such as On/Off switching, dimming, tunable white, RGBW color changing, occupancy sensing, or daylight harvesting - these systems must be installed and commissioned by individuals fully knowledgeable in their operation and integration.

5.1.4 Day-O-Lite assumes no responsibility for luminaires that malfunction or are damaged due to improper wiring, commissioning, or use of any third-party control system, sensor, device, or switch connected to or interfacing with the luminaires. Furthermore, Day-O-Lite is not liable for irregular performance or damage to third-party control systems (wired or wireless) that result from their connection to Day-O-Lite luminaires.

5.1.5 Failure to meet any or all requirements may void the warranty.

5.2 **Exclusions:** This warranty does not cover defects resulting from, but not limited to any of the following:

5.2.1 Improper installation, improper wiring, misuse, modifications, natural wear and tear, negligence, accident or vandalism.

5.2.2 Luminaires repaired, modified, or serviced by anyone other than Day-O-Lite or its authorized representatives.

5.2.3 Environmental conditions, including but not limited to, exposure to corrosive substances, excessive vibration, or extreme temperature or humidity levels outside the product’s specified range.

5.2.4 Damage resulting from accidents, natural disasters (e.g., hurricanes, earthquakes, floods, fires), or external events such as power surges or lightning strikes.

5.2.5 Damage caused by failure to follow maintenance instructions provided by Day-O-Lite.

**5.3 Voiding of Warranty:** This warranty will be automatically voided under the following circumstances:

5.3.1 If the Luminaire is installed in an environment or application for which it was not designed.

5.3.2 If the Luminaire is not installed or maintained in compliance with all applicable standards, codes, and product specifications.

5.3.3 If the Luminaire is modified, altered, or serviced without prior written approval from Day-O-Lite.

**5.4 Back Charges:** Back charges or deductions for labor, replacement parts, or any other costs incurred during the warranty process will not be accepted unless specifically authorized in writing by Day-O-Lite before any work is performed.

**5.5 Remedies and Replacements:** If Day-O-Lite determines that a Luminaire is defective, it will, at its sole discretion, repair or replace the Luminaire. To initiate a warranty claim, the purchaser must:

5.5.1 Notify Day-O-Lite in writing within thirty (30) days of discovering the defect.

5.5.2 Provide proof of purchase (e.g., invoice) and detailed documentation of the defect, including photographs or other supporting information, if requested.

5.5.3 Follow Day-O-Lite's instructions for returning the Luminaire or any parts, if required. All shipping costs for returns must be prepaid by the purchaser. If it is determined that the Luminaire is not covered under warranty, the buyer will be responsible for return shipping costs.

5.5.4 Upon receipt of the defective Luminaire, Day-O-Lite will evaluate the warranty claim and determine the appropriate remedy.

Day-O-Lite reserves the right to use new, refurbished, or remanufactured components for repairs or replacements. Any replacement parts or luminaires provided under this warranty will be covered for the remainder of the original warranty period.

**5.6 Limitation of Liability:** In no event shall Day-O-Lite, whether as a result of breach of contract, tort, strict liability, warranty, or alleged negligence, be liable for any indirect, special, incidental, multiple, punitive, or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment or associated equipment, loss of capital, costs incurred for substitute equipment, facilities, or services, downtime costs, or any claims made by third parties against the buyer arising from such damages. Furthermore, under no circumstances shall Day-O-Lite's aggregate liability for any cause whatsoever arising under this agreement exceed the total purchase price paid by the buyer for the product in question.

5.7 **Force Majeure:** Day-O-Lite's warranty obligations are subject to the following Force Majeure conditions:

5.7.1 Day-O-Lite will not be held liable for any delays, failures, or inability to fulfill warranty obligations caused by circumstances beyond its reasonable control. Such circumstances include, but are not limited to:

- Natural disasters (e.g., earthquakes, floods, hurricanes, fires)
- Acts of God or extreme weather events
- Epidemics, pandemics, or other public health emergencies
- Government actions, regulations, or restrictions
- War, riots, civil disturbances, or acts of terrorism
- Labor disputes, strikes, or labor shortages
- Supply chain disruptions (e.g., material shortages, transportation delays)

5.7.2 In the event of a Force Majeure, Day-O-Lite will make reasonable efforts to mitigate the impact and resume warranty service as soon as possible. Any delays or failure to perform under such circumstances will not constitute a breach of warranty or give rise to any claims against Day-O-Lite.

5.7.3 Day-O-Lite will promptly notify affected customers of any Force Majeure events impacting warranty service and provide updates on expected resolution time lines when available.

5.8 **Warranty Validity and Payment Compliance:** The validity of this warranty is contingent upon full and timely payment of the invoice for the purchased Luminaires in accordance with the agreed payment terms. Failure to meet payment obligations will void the warranty.

5.9 **Product Performance:** Day-O-Lite makes no warranty, express or implied, as to the accuracy or results of any product or system performance recommendations derived from any engineering analysis or study, whether such recommendations are provided for a fee or free of charge.

5.9.1 The responsibility for the selection of the appropriate product or application rests solely with the Buyer. In the event that any errors or inaccuracies in the analysis or study are determined to be the fault of Day-O-Lite, the company's liability shall be strictly limited to the performance of the analysis or study, with no further liability for damages or losses.

5.9.2 Catalog and web pages are for reference only. Day-O-Lite reserves the right to change specifications without notice for product improvement.

5.10 **Entire Agreement:** This limited warranty represents the entire agreement between Day-O-Lite and the purchaser with respect to warranty coverage. It supersedes all prior or contemporaneous agreements, representations, or warranties, whether oral or written. No representative, distributor, or third party is authorized to modify or extend this warranty in any way.

For questions or additional information on our Terms and Conditions, please contact us:

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