

TERMS & CONDITIONS OF SALE

ORDERS

All contracts and orders are subject to final written approval, acceptance and acknowledgement by the manufacturer. Prices acknowledged on deferred or hold orders will be firm for ninety (90) days. No minimum order limit. The Tempo Sales Order provided at time of entry serves as confirmation of what Tempo will be manufacturing per the received purchase orders. Note, once orders are released to production any customer requested changes may incur charges. Tempo will confirm if the requested changes will incur a charge prior to proceeding with the change.

CANCELLATIONS

All released orders are subject to a cancellation charge up to the price of ordered goods.

PAYMENT TERMS

Upon approved credit, terms of payment for orders will be net thirty (30) days from date of invoice. A 1.5% per month interest charge or the highest rate allowed by applicable law, whichever is lower, will apply to all past due accounts. The purchaser will be liable for all costs incurred by the manufacturer in the event legal action becomes necessary to collect past due accounts.

SHIPPING

F.O.B. Origin, freight prepaid and add. Tempo will select the carrier, method of shipment and route shipments at Tempo's discretion. Tempo will ship per customer's request provided that the customer assumes the shipping costs by providing carrier account information or accepting additional/upgraded shipping costs.

LOSS OR DAMAGE

- Tempo selected carrier: Customer is responsible for inspecting for damage and loss upon receipt of shipment. Should there be a loss or damage the customer must note that on the carrier's delivery freight bill. The customer is to file a claim in writing with Tempo which includes counts, pictures and copies of the carrier delivery freight bill within seven (7) days of delivery. Delayed reporting of the claim could forfeit the customer's right to a claim.
- Customer selected carrier: Claims are to be submitted to the carrier by the customer in accordance with their terms. Tempo assumes no responsibility for the shipment.

LIMITED WARRANTY

All Tempo Theatre products come with a minimum 2-year limited warranty however many Theatre products are available with longer term warranties. Please contact Customer Service for more information on warranty options available by product. All Tempo Architectural and Industrial products come with a minimum 5-year limited warranty. Warranties shall be void if:

- Purchaser does not purchase and install a Tempo furnished surge suppression device on each supplying branch circuit
- Purchaser does not purchase and install a Tempo furnished power supply/driver as needed per maximum run length.
- Product is not installed in accordance with the installation instructions or any applicable standards or codes
- Product is altered or repaired other than as authorized in writing by Manufacturer
- Product is operated in an environment or at an operating range outside of those outlined in the performance specification
- Product is damaged due to Acts of God, fire, extreme weather, floods, tornados hurricanes or war

If product fails to operate in accordance with this warranty, Manufacturer will, at its option, repair or replace the product or defective part or credit Purchaser for the purchase price. Warranty does not include any removal or

reinstallation costs or expenses. Any warranty claim must be asserted by the Purchaser in writing within the warranty time period cited above.

Manufacturer assumes no liability for special, incidental or consequential damages, including without limitation, damages resulting from loss of use, profits, business or goodwill, whether or not manufacturer has been advised of the possibility thereof.

Warranty shall extend only through the original Purchaser/End User and is not transferable to anyone who subsequently purchases, leases or otherwise obtains product.

DIM-Z LIMITED WARRANTY

Any testing for compatibility between the DIM-Z and any non-Tempo fixture being used is the sole responsibility of the customer. Tempo assumes no liability for malfunction or defect when DIM-Z is used with fixtures other than Tempo's.

RETURNS

All sales are final. Product returned for repair or replacement based on a warranty claim must be returned with a Manufacturer issued Return Goods Authorization (RGA).

If the reason for return is due to an alleged breach of the terms of the product's limited warranty, Manufacturer shall send a RGA form to be completed and included with the returned product. If the reason for return is due to other than an alleged breach of the terms of the product's limited warranty, Manufacturer may or may not issue a RGA, at Manufacturer's sole discretion; in such a case, Manufacturer will not consider a return beyond 90 days from original invoice date or for products that are not in resalable condition. In all cases, if a Product is returned to Manufacturer without a valid RGA number, delivery shall be refused and Customer shall be liable for all return shipping costs and charges, including, as applicable, all Taxes.

If a RGA number is issued, it is valid for only thirty days. Products not returned to Manufacturer within this timeframe may not be eligible for any return, regardless of reason, and delivery may be refused. If a RGA number is issued, Customer shall be responsible for all shipment costs and charges to Manufacturer, including all Taxes (if applicable). Whatever the reason a RGA number is issued, Customer shall bear sole risk for any product loss or damage while in transit.

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