



TERMS AND CONDITIONS – BUYER

2021

GENERAL TERMS AND CONDITIONS

SPECIFICATIONS, VARIATIONS & ERRORS

Tegan Lighting products can be found online @ teganlighting.com.

Merchandise will be shipped in accordance with Tegan's standard product drawings. In the event of a conflict between a Buyer's purchase order and a Tegan drawing or specification sheet marked "approved," the Tegan standard product drawing or specification sheet shall prevail. Tegan reserves the right to change details of design, materials and finish in any way that will not alter installed appearance or reduce function and performance. Tegan reserves the right to revise online written product specifications at any time. Online product specifications supersede all previously dated product documents. Every effort is made to avoid errors in catalogs, pricing, specification sheets, instructions and other data. Tegan will not accept responsibility for additional costs incurred in connection with errors in measurements, prices, descriptions, etc. Tegan will send a formal marketing bulletin to announce product discontinuation.

PRODUCT PRICING & QUOTATIONS

Contact the Tegan representative in your market for a quote.

QUOTATIONS

Quotations are valid for 30 days.

All quoted pricing provided to Tegan's Agents is in USD and does not include sales tax or delivery. Tegan quotations are not offers to sell, and possession of such does not entitle one to purchase. Tegan shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Tegan will work with the Buyer/Agent as requested to assist the quotations process for standard products and systems. Quote requests containing such phrases as "all material to be supplied as per project plans and specifications," etc., are subject to separate written acceptance by Tegan. Quotations represent Tegan's best understanding of the project specifications and requirements based on the information provided by the Buyer/Agent. In most cases, the documentation provided lacks details. Tegan will not accept responsibility for the final Bill of Material (BOM) for the project. **The final BOM is the sole responsibility of the Buyer/Agent as Tegan has no contact with or visibility to specifiers, VE direction, owners, job site, project documentation process, change orders, etc.** Specifications are subject to change without notice. Quotation shipment lead-times are Tegan's best estimate at the time of quote and do not reflect the actual shipment lead-time. Special Order products, Exton Systems, Poles and Custom Curved Trac may include a Submittal Drawing.* Submittal Drawing(s) are not provided at the quotation stage, only at PO release. Refer to Order Acceptance, Submittal Drawing & Calculations and Payment Sections for PO Release details. Any special ordering conditions will be provided in Tegan's formal quotation. Quotes do not include lamps unless otherwise noted.

Pole Quotations

With the goal of providing a complete package for Exton Systems, Tegan developed an OEM relationship with AV Poles to supply poles, pole/system structural calculations and pole foundation design/calculations. Buying poles from Tegan for Exton is optional. Poles can be provided "by others" with all engineering/calculations "by others." To request a Pole quote, go to teganlighting.com, complete the Pole Quote Request Checklist and email it to Tegan's Agent in your market with a detailed, CAD drawing of the Exton System layout. Both documents are required by AV Poles for quote. Tegan Inside Sales will work with AV Poles to determine the appropriate specifications for the Exton System.

Note: AV Poles will review any customer pole specifications and advise if the specifications can be provided. If AV Poles does not offer a product to match the specification or deems the specification to be structurally deficient, they will indicate a "no quote" for the specification and quote their closest alternative for Buyer review and approval. The AVP quotation will be emailed to the Buyer from Tegan's Agent for the Buyer to determine if the alternate is acceptable. Change in quantity or design will require a requote.

Special Order Fixture Quotations

Tegan can provide special order options for many products. Email Tegan's Agent in your market with a simple design sketch, scale, quantity and the price target for review. Tegan will confirm a "quote" or "no quote" within 48 hours. Tegan will advise the lead-time to receive a formal quote once the final details are provided. Change in quantity or design will require a requote.

Custom Curved Trac System Quotes

Tegan will assist Agent with the quotation of custom curved Cento Trac Systems. The Buyer must provide a CAD file that details the curved Trac layout, Spot specification and quantity per Run, Zones and mounting type to Agent. Tegan cannot provide an accurate quote from a PDF. Custom curved Cento Trac quotes require special packaging, set-up fees, etc. Change in quantity or design will require a requote.

* Optional on some systems.

EXPEDITED ORDER

To request an expedited shipment for a PO, contact the Agent.

If Tegan agrees to an expedited shipment date, Tegan will commit to meet the expedite date, but delivery times quoted are a best estimate. The expedite fee will only be charged if the order ships by the final SO committed, expedited ship-by date. Tegan will not accept any liability,

job site fees, or other consequential loss for any late delivery(s), unless we have agreed in writing to be so bound.

ORDER MINIMUM

Minimum order: \$250.00 (USD)

Any order less than the minimum will be subject to a small-order fee of \$25.00, to be added to the distributor PO. The small-order fee will be waived for one day air shipments.

ACCEPTANCE OF ORDERS

Receipt of distributor and agency PO.

All orders are accepted at the discretion of Tegan Lighting. The acceptance and confirmation of the Buyer's purchase order is contingent upon written acknowledgement by Tegan, from its San Rafael office, in the form of a Sales Order. The Agent will confirm the SO to the Buyer.

The acceptance of Buyer's order is expressly made conditional upon Buyer's assent to the terms and conditions stated herein and in Tegan's printed acknowledgement. Tegan agrees to furnish its products only upon such terms and conditions. In the absence of any written notification to the contrary and by virtue of the issuance of a purchase order, Buyer shall be deemed to have accepted terms and conditions as stated herein and in Tegan's acknowledgement. If there is any inconsistency between the terms and conditions stated herein and in Tegan's acknowledgement, the terms and conditions contained in the acknowledgement shall control. Tegan reserves the right to change these Terms and Conditions without notice. Orders containing such phrases as "all material to be supplied as per project plans and specifications," etc., are subject to separate written acceptance by Tegan. Tegan will not accept responsibility for the final Bill of Material (BOM) for any project. The final BOM is the sole responsibility of the Buyer/Agent as Tegan has no contact with or visibility to specifiers, owners, job site, project documentation process, change orders, etc. Sales Tax will be charged on all shipments if a valid resale certificate has not been provided. Tegan requires the specifier's firm name and complete project location address with a description of the Tegan BOM project specification for all PO's. The order will not be released until this information is received. Estimated shipment dates are confirmed to the Agent. Additions to orders already processed shall be considered separate orders and shall be priced accordingly. Tegan Lighting will not accept any liability, job site fees, or other consequential loss for any late delivery, unless we have agreed in writing to be so bound. The company reserves the right to refuse to accept any order that is deemed to be contrary to the company's Terms and Conditions in force at the time.

Hold for Clarification (HFC): PO's received with missing or incorrect information will be placed on HFC.

Hold for Release (HFR): Orders are placed on hold for release at the Buyer/Agent's request or pending receipt of approved documentation or deposit or pre-payment. Upon Agent release, receipt of payment and/or documentation approval, the PO will be released to production. Tegan will confirm to the Agent the estimated ship date based on the release date.

SPECIAL ORDERS, BUZZI ACOUSTICS & LARGE ORDER DEPOSITS

50% Deposit required prior to release.

BUZZI acoustic shades orders, standard product orders \$50K+ and special order products require a 50% deposit for release. 100% prepayment is required for Buyers without established credit. For BUZZI acoustic shades and orders over \$50K, the Sales Order(s) will be placed on "Hold for Release" (HFR) until the deposit/prepayment is received. Special order products may require receipt of a signed Tegan submittal drawing approval for order release.

Cancellations after 48 hours from PO release will incur the full invoice liability. No refund of any deposits will be made on cancelled orders after 48 hours.

TEGAN LIGHTING & AVP SUBMITTAL DRAWING, CALCULATIONS, WARRANTY

All documents must be signed and approved by the Customer for Sales Order release.

As per the industry standard, Tegan and AV Poles create Submittal Drawings for review and final approval, with the option for edits as needed. Tegan and AVP drawing/Calc's detail the engineer's best interpretation of the layout and details provided. The BOM and/or calculations in the documentation provided are shown as per the Buyer PO. The Buyer accepts that the project BOM's change, scales change, specifier's drawings change, site conditions change, layouts change, people change, etc. and that Tegan has no visibility to these changes. Tegan will assume no responsibility for local codes or decisions regarding installation of on-site wiring that may conflict with the PO's BOM. Tegan's Submittal Drawings may show "typical" onsite conditions as a suggestion. It is the Buyer/Installer's responsibility to determine the best installation practices. The submittal drawing is the final way to communicate to the Buyer the BOM and layout based on the documents provided to Tegan. It is the Buyer's responsibility to review the document carefully to ensure it matches project requirements. This Submittal Drawing "double check" is a long standing industry process to ensure the BOM Tegan ships matches the project requirements. Once the Customer/Buyer has signed and returned the approved documentation; it is final. If the Customer/Buyer indicates required changes on the submittal returned, Tegan will either send a revised Submittal Drawing and/or calculations for review and approval or if there are minor changes, a "For Record Only" drawing will be provided. Once the final Submittal Drawings and/or documents are approved, the Buyer must send a revised PO to the Agent, to reflect any changes. Tegan will not accept responsibility for the final BOM and will ship the products as per the released PO.

AV Poles: Upon receipt of a Buyer "clean" PO, Tegan will request the required documentation from AV Poles. Within 5-7 (estimated) business days of PO receipt, Tegan will email the Agent the pole documentation for Customer/Buyer approval. Upon Tegan's email receipt of signed document approval, the order will be released to production.

Exton System: Upon receipt of distributor "clean" PO, Tegan will provide an Exton System Submittal Drawing (if ordered, optional) within 5-7 (estimated) business days. Tegan also requires a signed Exton warranty document approval from the Customer/Buyer prior to SO release. Upon email receipt of all signed documentation approvals, Tegan will release the order to production.

Curved Trac and Special Order Fixtures: Upon receipt of Buyer "clean" PO, Tegan will provide a Custom Curved Trac Submittal Drawing layout. Upon Tegan's receipt of signed Submittal Drawing approval, the order will be released to production.

The Buyer is responsible to resolve any conflict between a Buyer's written order and Tegan's Submittal Drawing(s) to determine the final correct BOM. Tegan will not accept any responsibility for the final project BOM and will ship the order based on the Buyer's released PO.

Note: Orders that have signed document approvals will remain on hold if a deposit/prepayment has not been received as per the final SO emailed to the Agent.

PAYMENT & DEPOSITS

All invoices are Net 15 Days.

All orders will ship prepaid unless Buyer account terms have been set up. Credit terms may be granted upon approval of a credit application (form provided upon request). Terms are Net 15 days. Some products or orders require a deposit. Refer to "Special Orders, BUZZI acoustic shades and Large Order Deposits" for more details. Tegan prefers payment by electronic (ACH) transfer. Electronic payments should be accompanied by a payment advice identifying the payor, invoice number(s) and dollar amount(s) paid. Tegan's bank payment instructions are included on all invoices. Payment may also be made by credit card upon receipt of a signed authorization form (provided upon request) and payment of a 5% processing fee. Payment by check is also accepted. Tegan shall be entitled to reimbursement for all costs and expenses (including reasonable attorneys' fees) incurred by it in connection with collection of any amounts for goods sold in the event payment therefore shall not be made when due. Contact Tegan's Accounting Manager with any questions about payment or credit approval.

CANCELLATIONS

Order cancellation must be received by Tegan within 48 hours of released PO.

Cancellations after 48 hours incur the full invoice liability. No refund of any deposits after 48 hours will be made on cancelled orders. If an AV Pole order is canceled at any time after PO receipt, the Buyer will incur the full invoice liability for in-process or compiled calculation/design documents provided by Tegan Lighting. If an order with Tegan Submittal Drawing(s) is canceled at any time after PO receipt, the Buyer will incur the full invoice liability for in-process or compiled documents provided by Tegan Lighting.

ORDER SHIPMENT

Standard estimated delivery time is 4-6 weeks.* **"Prepay and Add"** terms for all shipments.

Estimated shipment dates are confirmed when Tegan confirms the final Sales Order document to the Agent. Ground or freight shipping is charged on every order. Any scheduled shipping date is an approximation only and shall not represent Tegan's fixed or guaranteed shipment date. Tegan's intention is to ship on or before this date; however, meeting the estimated shipping date is contingent on current production capabilities, availability of materials, factory loading and other conditions, and is not guaranteed. Requests for packaging by type or part will be reasonably accommodated but are not guaranteed. Tegan is not responsible for any damages, penalties or labor back charges resulting from delayed shipments or from Tegan's inability to ship by the estimated shipping date, nor shall Tegan be liable for damages of any kind resulting from any delay or failure to deliver or perform due to labor difficulties, delay of sources of supply, transportation difficulties, acts of God or any other causes.

If the Buyer requests a shipment estimate for a PO, the quote is for regular ground shipping unless another mode is requested. Shipping estimates are estimates only and subject to change. Tegan reserves the right to bill the actual amount. Requests for express, air shipments or freight priority will only be acted on if received in writing from the Buyer and will be added to the invoice. Orders will normally be shipped complete, but Tegan reserves the right to make delivery in installments unless expressly stated otherwise in the Buyer's PO. All installment shipments will be invoiced by Tegan at time of shipment and shipping charges will be added to each delivery. Delay in any installment delivery shall not relieve Buyer of its obligation to accept any remaining installment deliveries under the order. Freight is always "Prepay and Add." Tegan does not offer "freight allowed." If any shipment made in accordance with Buyer's instructions is refused for whatever reason, Buyer shall be responsible for payment of such merchandise, in accordance with the terms hereof, as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for reasonable storage, handling and delivery charges and shall pay such charges as invoices are rendered. A Buyer may provide their own freight account on their PO, with the addition of a \$25.00 handling fee. This option may not be available for items drop-shipped by Tegan's manufacturing partners, such as shades or lamps. Tegan reserves the right to optimize packaging at its discretion. All claims against Tegan other than valid warranty and damage claims, including claims for shipment shortages and SO errors, must be received in writing by Tegan within ten (10) days after delivery is accepted. Failure to make any such claim within ten (10) days shall constitute acceptance of the merchandise and waiver of any such shortages, errors, or other claims.

Tegan has the responsibility to properly mark the shipment and package it in such a way that damage does not occur through normal

transportation. Buyer must inspect the freight for damage upon receipt and record any obvious damage on the shipper's delivery record. Buyer must be as specific as possible in describing the damage and avoid general terms such as "cartons damaged." Buyer should NOT accept a shipment which evidences damage or shortage UNTIL the driver endorses a statement of the irregularity on the face of the transportation receipt. If the condition of the package is such that there is good reason to suspect damage, Tegan encourages performing an on-the-spot inspection. When shipment is received and signed for by the Buyer, Tegan's responsibility ceases unless visible damage is communicated to the shipper, noted on the bill of lading at the time of shipment receipt and a **damage claim is sent to Tegan within 48 hours**. In the event of concealed shipment damage, Buyer must report damage to the carrier immediately and **Tegan must be notified within 48 hours**. The Buyer must provide a written description and photographs of the damage. In the case of any shipment damage, all packaging and fixtures must be retained at the original point of delivery and be available for inspection by the carrier. Under no circumstances should the damaged goods be returned, unless expressly authorized by Tegan. Any returns made to Tegan for any reason, at any time, shall be packaged in the original packaging or its direct equivalent and must be adequately insured by the Shipper/Buyer. Returned goods will not be accepted by Tegan unless this has been expressly authorized in advance.

Canadian Shipments

Shipment method to be determined, insured and paid by the Canadian Buyer, including all related duties. Buyer to add the shipment carrier details on their PO for Tegan to schedule the shipment when the order is ready to ship. Tegan is not responsible for any issues related to Canadian shipments such as transit time, customs delays, etc.

Tegan SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER. Tegan is not liable for damages of any kind resulting from any delay or failure to deliver due to strikes, lockouts, other labor difficulties, sources of supply, transportation difficulties, accidents, fires, acts of God, or any other cause of like or unlike nature beyond Tegan's control.

* BUZZI acoustic shades from Belgium, large orders and Special Orders will have longer lead-times. Actual lead-times will be confirmed on the final SO. Many shades, poles, lamps, etc. are drop-shipped direct to the project site with the rest of the related products shipping from Tegan.

INSURANCE

All shipments from Tegan in San Rafael by Tegan's shippers are insured.

If any goods received by the Buyer are in unsatisfactory condition, refer to "Order Shipment" section of this Terms documents for details.

PRODUCT SUBSTITUTIONS OR ADDS

Use of non-Tegan products or product system substitution(s) voids warranty and listing.

Power supplies can be provided "by others"; however, unless they are an exact match to Tegan's standard power supplies as listed on the specification sheet(s), use of alternative power supply(s) that have not been formally ETL tested to UL standards with our complete system voids the listing and product warranty. This is a testing requirement as per US testing standards. If the project requires a power supply other than what we have listed, please contact the Agent for options.

GENERAL PRODUCT LIMITED WARRANTY COVERAGE & RETURN GOODS AUTHORIZATION (RGA)

Warranty period of 3 years.* Products are MTO & non-refundable/returnable.

Products

The following shall apply when installed in accordance with Tegan installation instructions and accepted trade practices. All material and component parts used in the manufacture of Tegan products are warranted to be free from defects of material and/or workmanship for a period of three (3) years* from shipment date. Tegan will not be responsible for any products subjected to inappropriate application or installed or modified in any way that is not in accordance with Tegan's installation instructions and generally accepted trade practices.

The warranty and UL listing are void if the product is modified, tampered with, misapplied, poorly installed, improperly maintained, or subjected to abnormal conditions as detailed in our product installation guidelines. This warranty shall not apply to damage caused by shipping, improper installation, improper maintenance, product modifications, normal wear, abuse, or misuse of the product. During the warranty period, with proof of purchase, Tegan will repair or replace those products found to be defective as detailed in our RGA section, with the same or similar product, without charge. Tegan reserves the right, at its sole option, to determine the best method for correcting such defects. On-site labor costs are the Buyer's responsibility and are excluded from this warranty. No labor charge back in connection with repair or replacement of Tegan products will be reimbursed without prior written approval from Tegan. Buyer's invoice for labor charge backs must be submitted in writing within 30 days of authorization. No Agent, employee or representative of Tegan has any authority to bind Tegan to any affirmation, representation or warranty concerning goods sold by Tegan unless such affirmation, representation or warranty is specifically included in a factory-generated Tegan quotation/SO or in a Tegan factory acknowledgment.

Some items, as specified, may not conform to local codes. Tegan hereby disclaims all liability for claims, and will refuse requests for exchanges or returns, resulting from the purchase and installation of items which do not comply with local codes. Tegan also hereby disclaims liability for failure, if any, of the goods fail to comply with standards imposed under the Occupational Safety and Health Act as amended from time-to-time. The foregoing warranty terms are exclusive and in lieu of all other warranties. Tegan makes no representations or warranties except as expressly set forth in these Terms and Conditions, and Tegan expressly disclaims all other representations and warranties, express

or implied, including without limitation any warranties of merchantability or fitness for a particular purpose. No Agent, Buyer, distributor or supplier of Tegan has the authority to modify or amend this limited warranty.

Power Supplies are considered separate components within a lighting fixture and are covered by power supply manufacturer's warranty for a stated period (refer to individual transformer/driver manufacturer warranty).

RGA's

Products under warranty: When a product is deemed defective during the covered warranty period, the Buyer must contact the Agent for a RGA document. Buyer to send the Agent a new replacement PO for any alleged defective products to be processed like a standard SO. The Buyer must return the alleged defective product(s) to Tegan as per "returned by" date listed on the RGA document from Tegan. Tegan will conduct an engineering review on all Tegan products and send power supplies to the OEM for testing. Tegan will advise the Agent of the testing results. If the alleged defective product(s) are not returned to Tegan by the RGA expiration date, the Buyer will be invoiced for the cost of the replacement(s) PO and will not be credited for the original PO. **NO EXCEPTIONS.** If the products are tested and in good working order, the products will be sent back to the Buyer with no credits. The Buyer will pay for products to be sent back to Tegan. Final credit for all returned items will be determined upon receipt, inspection, and acceptance of returned goods at the factory. Tegan will email the Agent a summary of the results. If based on the testing, Tegan determines the returned products are defective, Tegan will credit the cost of the replacement product(s) PO and related shipping. Tegan will not entertain labor charge back, lift charges, additional installation materials, etc. of any kind unless expressly agreed to by Tegan prior to commencement of work.

*Some Tegan products have shorter or longer warranty periods, refer to the specification sheet for details. Contact Agent to inquire about a written 5-Year warranty on systems.

LIMITATION OF LIABILITY

The foregoing limited warranty provides the Buyer's sole and exclusive remedy relating to Tegan's products. The total liability of Tegan on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Tegan's performance or breach of the foregoing limited warranty or from Tegan's sale, delivery, repair, or replacement of any products, or the furnishing of any services, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE ALLOCABLE TO THE SPECIFIC PRODUCT which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. In no event shall Tegan be responsible for ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY.

GOVERNING LAW

This Agreement shall be construed to be between merchants. Any question concerning its validity, construction or performance shall be governed by the laws of the State of California and venue shall be set in the County of Marin regardless of where any order was placed or filled, the place of delivery of the goods or where any other act or performance occurred.

ENTIRE AGREEMENT

Except as expressly agreed in writing, signed by Tegan, the terms and conditions stated herein shall constitute the entire sales agreement between Tegan and the Buyer. Any contrary or additional terms or conditions submitted by the Buyer (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in Buyer's purchase order) shall be deemed to be of no force or effect and are hereby rejected.