NAFCO International, Inc. (“NAFCO”)  
Terms and Conditions

1. **Prices and Shipment.** Prices and product design are subject to change at any time without notice. Federal and State taxes, if applicable, are not included. Invoices are payable in U.S. funds only. Prices that are acknowledged on orders are current prices. “Hold for Release” orders will be billed at prices in effect at time of shipment. All products are shipped FOB Place of Shipment (NAFCO’s factory or one of its vendors), unless otherwise agreed to by NAFCO. Buyer accepts all of the terms and conditions contained herein and also accepts the terms of NAFCO’s Limited Warranty and disclaimer of consequential damages all of which are set forth in a separate document which can be accessed in the manner described following paragraph 15 hereof entitled Notice.

2. **Payment Terms.** Subject to approval of Buyer’s credit, net payments shall be due thirty (30) days from invoice date unless otherwise agreed to in writing. If NAFCO (at its sole discretion) determines that Buyer should not be extended credit, NAFCO may demand payment in full prior to any work or delivery. Past-due invoices are subject to a service charge, calculated on the outstanding balance, at the lesser of (i) the rate of one and one-half percent (1-1/2%) per month or (ii) the highest rate authorized by applicable law. Upon notice to NAFCO pursuant to Section 4, disputed items shall not be subject to a service charge, provided that Buyer does not withhold payment of any undisputed items. The service charge is not intended as an alternative to payment when due, and upon delinquency further sales may be declined and Buyer’s account may be referred for collection.

3. **Cancelations and Returns.** Any order changes and/or cancellations prior to shipment must be requested (in writing) within 24 hours of the order being received by NAFCO to avoid cancellation and restocking fees. Order cancellations after 24 hours are subject to 50-90% restocking fees, depending on where the order is at in the production cycle. For products that have shipped, no product may be returned without NAFCO approval. No returned product will be accepted until it has been inspected and determined to meet the criteria stated below. NAFCO will not accept returns for custom-made products for any reason. At the customer’s written request and cost, products not accepted for return will be shipped back to customer. The return policy applies only to products purchased from NAFCO and authorized in writing by NAFCO.

   a. Returns must be within (30) days of shipment.
   b. Product must be returned, shipping prepaid, in original packaging and be in unaltered, like-new condition.
   c. The return must include all original components.
   d. Refunds for unaltered, like-new products will be processed in the ordinary course for processing payables and may take up to one month.
   e. A 50% restocking fee applies to all returned LED fixture, light pole and bracket products.
   f. In addition to the 50% restocking fee, the customer is responsible for original outbound freight charges.

4. **Shipment inspection and shortage claims.** Customer must make arrangements to unload all NAFCO shipments, and all shipments must be carefully inspected by the customer for damage and shortage claims. Issues for any reason must be immediately marked on the carrier’s paperwork and also reported to NAFCO in writing by the customer with 5 days of shipment receipt.
5. **Taxes and Other Charges.** Any manufacturer’s tax, use tax, sales tax, excise tax, value-added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between NAFCO and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. In the event the NAFCO is required to pay any such tax, fee or charge, Buyer shall reimburse NAFCO therefor.

6. **Risk of Loss.** Title and risk of loss of goods shall pass to the Buyer FOB Place of Shipment (NAFCO’s factory or one of its vendors), upon the earlier of NAFCO’s delivery to carrier or delivery into storage, regardless of whether the transport medium or storage facilities are owned and/or operated by NAFCO, and regardless of whether NAFCO charges Buyer for storage.

7. **Installation.** Buyer shall be solely responsible at its cost for the installation and erection of the products purchased. Although NAFCO may, in some cases, provide data, manuals, instructions, designs, drawings or specifications to aid Buyer with installation or start-up, NAFCO ASSUMES NO RESPONSIBILITY FOR PROPER INSTALLATION OR SUPPORT OF THE PRODUCT WHEN ERECTED AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH INSTALLATION OR SUPPORT, WHETHER OR NOT DATA, MANUALS, INSTRUCTIONS, DESIGNS, DRAWINGS OR SPECIFICATIONS ARE PROVIDED.

8. **Right to Assurance.** Whenever NAFCO in good faith has reason to question Buyer’s ability or intent to perform, NAFCO may demand in writing adequate assurance from Buyer of Buyer’s ability or intent to perform, and may suspend performance hereunder pending such assurance. In the event that such a demand is made and such assurance is not given within a reasonable time, NAFCO may treat that failure as anticipatory repudiation hereof and exercise any appropriate remedy therefor.

9. **Bankruptcy.** If Buyer makes an assignment for the benefit of creditors, or admits in writing its failure or inability to pay its debts as they become the subject of an “order for relief” within the meaning of that phrase in the U.S. Bankruptcy Code, or applies for or consents to the appointment of receiver for any of its property, NAFCO may terminate any agreement arising out of this offer at any time, effective immediately upon notice. Such termination shall not relieve either party from any obligations accrued hereunder up to the date of notice of termination.

10. **Waivers.** No waiver by either party of any default by the other in the performance of or compliance with any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release such other party from compliance with any such provision, condition or requirement in the future; nor shall any delay or omission of either party to exercise any right hereunder or otherwise in law in any manner impair the exercise of any such right thereafter.

11. **Delay in Performance.** NAFCO shall not be liable for any damages or penalties as result of any delay in NAFCO’s performance when such delay is due to force majeure, weather events, acts of God, delay in transit, delay in delivery by any vendor of NAFCO, or any other cause beyond the reasonable control of NAFCO. NAFCO may allocate its available supply of product among its Buyers, itself and its affiliates on such basis as NAFCO deems fair and reasonable if NAFCO is unable, for any reason, to supply the quantities of product contemplated hereby.
12. **Assignment.** Buyer shall not assign any of its rights hereunder without the prior written consent of the NAFCO. The terms hereof shall inure to the benefit of and shall bind the successors and permitted assigns of the parties hereto.

13. **Severability.** If any provision of this contract shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provision hereof, which shall be construed as if such illegal and unenforceable provision(s) had not been inserted herein.

14. **Governing Law and Choice of Forum.** This contract shall be governing by and construed under the laws of the State of Wisconsin, without reference to principles of conflicts of laws. The state and federal courts having jurisdiction over the county in which the NAFCO’s main offices are located shall have exclusive jurisdiction of any dispute arising hereunder, and Buyer irrevocably submits to the jurisdiction thereof and waives any defense against such jurisdiction. To the extent permitted by law, Buyer agrees to reimburse NAFCO for all reasonable attorneys’ fees incurred in connection with enforcing any of NAFCO’s rights under this agreement, including, without limitation, any reasonable attorneys’ fees incurred by NAFCO in any bankruptcy proceeding involving Buyer.

15. **Additional Notice.** All products and structures supplied by NAFCO are subject to the additional terms of:

   a. Limited Warranty; and
   b. Installation and Maintenance Guide.
   c. These documents, in addition to the Terms and Conditions above, will be provided on request by the Buyer or can be accessed at the following website: www.nafcointernational.com. As a condition of placing an order for products from NAFCO, Buyer assumes the responsibility for reviewing these documents on the NAFCO website or requesting copies from NAFCO at the contact information specified