



# Terms of Sale & Limited Warranty

**Last Revision: 6/23/2016**

- 1. Acceptance:** All Purchase Orders (as defined below) or other proposed agreements for the sale of goods ("Goods") by Bock Company, LLC ("Bock") are subject to acceptance, in writing, by Bock and are not binding on Bock until accepted in writing by an officer of Bock. These Standard Terms and Conditions for the sale of Goods ("Standard Terms of Sale") are applicable to all Purchase Orders, quotations, schedules or ancillary agreements concerning the sale of Goods, of any nature (collectively, the "Purchase Order"), and are the only terms and conditions that apply to the sale of Bock's Goods, except those specifically set forth in any Purchase Order and accepted in writing by Bock. Any term or condition or standard of performance different from or in addition to these Standard Terms of Sale, whether set forth in any Purchase Order or otherwise proposed by Customer, must be agreed to, in writing, by Bock in advance, and in the event of any conflict or inconsistency between these Standard Terms of Sale and any Purchase Order or other document proposed by Customer, these Standard Terms and Conditions will control. Customer agrees that Customer's submission of a Purchase Order to Bock or Customer's acceptance of any Goods provided by Bock shall constitute Customer's irrevocable acceptance of these Standard Terms of Sale.
- 2. Prices:** Prices for the Goods set forth in the Purchase Order, unless otherwise stated in writing, do not include taxes, as set forth in Paragraph 14 of these Standard Terms and Conditions, transportation or shipping charges, special packaging or other services unless otherwise set forth in the Purchase Order. Orders will be billed at the prices in effect at the time of the shipment. Prices are all quoted in denominations of United States' Dollars. Unless otherwise stated in writing, prices as quoted by Bock are firm for thirty (30) days after the date of the Purchase Order. The price for custom items not in the price list will be quoted by the factory on a job-by-job basis. A 50% deposit is required for all custom orders and the remaining 50% payment shall be made prior to shipment. Bock reserves the right to correct any error in prices.
- 3. Terms of Payment:** Unless otherwise specified in writing, the terms of payment are Net 30 Days from the date of invoice. Payment shall be made by credit card or cash only. Payment by cash in advance of shipment will be required for any Customer without an active credit account (by MasterCard, Visa or American Express). Payment terms for all international orders are cash in advance of shipment. Late charges may be added at the rate of 1.5% per month on past due invoices. Only orders over \$250.00 will be invoiced. If the Buyer has exceeded their credit limit, then Customer may, at Bock's discretion, be placed on a credit hold.
- 4. Minimum Order:** The minimum Purchase Order for the sale of Goods is Fifty Dollars (\$50.00 US).
- 5. Customer Inspection:** Upon Customer's (for purposes of this paragraph, Customer shall refer to the end user if goods are drop shipped by Bock) receipt of shipment, Customer shall immediately inspect the Goods. Unless Customer provides Bock with written notice of any claim for shortages or patent defects in the Goods within five (5) days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Customer.
- 6. Delivery/Risk of Loss/Transportation/Insurance/Packaging/Freight Allowance:**

- a. Bock shall use reasonable commercial efforts to make delivery of Goods or perform services within the time requested on Customer's Purchase Order. In absence of written shipping and packing instructions from Customer, Bock shall use its own discretion in choice of carrier and method of packing. Unless otherwise agreed to by the parties, all shipments are F.O.B. Twinsburg, Ohio (or other original shipping point if goods are drop shipped) and risk of loss shall pass to Customer at such time as possession of such Goods is given to a transportation carrier. Unless otherwise agreed to in writing by the parties, Bock has no obligation to obtain insurance for Customer covering Goods in transit to Customer. ANY AND ALL CLAIMS FOR LOSS OR DAMAGE TO GOODS IN TRANSIT MUST BE MADE TO THE DELIVERING CARRIER AND NOTED ON THE DELIVERY RECEIPT.
- b. Prices stated are based on Bock's standard packaging. Packaging will be standard commercial packaging and acceptable to the commercial carrier. Special customer packaging will be furnished only when specified and so stated in writing and Bock will charge Customer and Customer will be responsible for the charges for any special packaging.
- c. Freight allowance prices are F.O.B. shipping point. All products sold by Bock may be combined for freight allowance, unless noted below, on spec sheet, price or quote. Freight Allowed Order shall be calculated as follows:
  - i. On all shipments totaling Two Thousand Five Hundred Dollars (\$2,500.00 US) or more within the continental United States;
  - ii. On all shipments totaling Three Thousand Dollars (\$3,000.00 US) or more to Alaska;
  - iii. On all shipments totaling Three Thousand Dollars (\$3,000.00 US) or more to any major metropolitan area in Canada;
  - iv. On all shipments to Hawaii or any international destination, orders totaling Two Thousand Five Hundred Dollars (\$2,500.00 US) to the continental United States border;
  - v. For all international orders, Customer will be responsible for all charges incurred outside of shipping charges;
  - vi. Where Freight Allowed Orders are expedited by air or expedited freight, Customer is responsible for the difference between allowable ground freight and actual freight charges and small parcel courier charges for customs documents.
  - vii. Orders with special shipping instructions will not be included in Bock's Freight Allowance Policy. Bock Freight Allowance covers economical shipping method. Accessorial Charges are as follows.
    1. Liftgate: \$175.00
    2. Call Before Delivery: \$50.00
  - viii. Shipments totaling less than Two Thousand Five Hundred Dollars (\$2,500.00 US) (or Three Thousand Dollars (\$3,000.00) to Alaska) shall be entirely at the Customer's expense;
  - ix. Poles, large fixtures, and custom fixtures are excluded from freight allowance without prior written approval from Bock.
  - x. Bock reserves the right to bill customer for any custom accounts inadvertently omitted from its regular billing;
  - xi. For purposes of this paragraph, all references to shipment totals shall be based on Bock's current price book price.

#### **7. Cancellation and Returns:**

- a. Orders cannot be terminated, cancelled or modified, or shipment deferred after acceptance of Customer's order by Bock, except with Bock's written consent and subject to the conditions described in this Section. Bock's written consent will only be given upon payment of reasonable charges for any expenses incurred by Bock in processing the order, including without limitation, current restocking charges.
- b. Customer may not return Goods and Bock is not obligated to accept returned Goods without Bock's written authorization. Requests to return Goods must be made within thirty (30) days from the date of shipment and must contain Customer's order number, Bock's order and invoice numbers, and the date receiving. Returned Goods are subject to Bock's then current restocking charge, freight for both delivery and return, and any necessary reconditioning and/or repackaging charges. Returned Goods must be shipped within ten (10) business days from the return authorization date. Goods must be returned in new

condition, in the original factory packaging, and are subject to inspection. Any damaged or unsalable Goods will be credited by Bock at the sale price less the cost of repairs or at salvage value. Special order or discontinued items or Goods manufactured to order, including without limitation, custom orders, are not returnable. Return shipments must include a formal Bock Return Material Authorization (RMA).

- c. **Force Majeure:** Bock will not be liable or otherwise responsible for any damage, loss, fault, or expenses arising out of delays in manufacturing, shipment or other non-performance of any Purchaser Order caused or imposed by: strikes, fires, disasters, riots, acts of nature; intervention of government, war or threat of war, acts of terrorism, conditions similar to war, sanctions, blockades, embargoes; acts of Customer; shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities; governmental action, subcontractor delay or any other cause, condition or circumstance beyond Bock's reasonable control (collectively, "Force Majeure"). If there is a delay or nonperformance due to Force Majeure, then Bock may, at its option, and without liability, revoke all or any portion of its acceptance of Customer's Purchase Order and/or extend any date upon which any performance thereunder is due.
8. **Disclaimers:** The parties expressly agree that Customer's sole and exclusive remedy against Bock shall be for the repair and replacement of defective Goods as provided herein. THE WARRANTIES SET FORTH IN PARAGRAPH 9 BELOW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NO AFFIRMATION OF BOCK, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS SECTION, NOR ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, MADE BY BOCK TO PURCHASERS OR END-USERS OF THE GOODS SHALL CONSTITUTE A WARRANTY HEREUNDER.
9. **Limited Warranty:** Except as otherwise set forth below, any claim by Customer with reference to the Goods sold pursuant to the Purchase Order shall be deemed waived by the Customer unless submitted in writing to Bock within the earlier of (i) five (5) days following the date Customer discovered, or by reasonable inspection should have discovered, any claimed breach of the foregoing warranty, or (ii) thirty (30) days following the date of shipment. Any cause of action for breach of the foregoing warranty shall be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.
  - a. **Fixture Warranty:** Bock will repair or replace, F.O.B. Factory, freight prepaid, any of Bock's fixtures returned due to defective workmanship or materials. Such replacement is the exclusive remedy against Bock should any of the fixtures prove defective. This warranty is limited to one (1) year from the date of shipment for a claim of defective materials and ninety (90) days from the date of shipment for a claim of defective workmanship. Bock reserves the right to determine the most appropriate method for correcting any defect. Bock will not reimburse Customer for any charges, including without limitation those for labor, materials, or any other chargeback, without its prior written consent.
  - b. **Ballast Warranty:** Ballasts, capacitors and igniters are subject to and warranted by a separate manufacturer's warranty. Units which fall within the warranty period will be exchanged by the local ballast manufacturer's authorized dealer or by Bock, acting as their agent, but are in all cases subject to the terms and conditions of Manufacturer's Warranty. The ballast manufacturer, its agent, or Bock will not reimburse Customer for any material charges for replacement ballasts, capacitors or igniters. The ballast manufacturer, or Bock acting as its agent, may charge a labor charge not to exceed Twenty-Five Dollars (\$25.00 US), for the replacement of the above-mentioned components that prove to be defective. The ballast manufacturer, its agent or Bock will not reimburse Customer for any charges for rental of equipment or travel.
  - c. **Lamp Warranty:** Lamps (with components not manufactured by Bock) are specifically excluded from any of the above warranties. No claims for replacement or repair of defective lamps or the labor associated therewith will be accepted.
  - d. **LED:** On integral Bock LED fixtures, Bock warrants the products manufactured and purchased on or after January 1, 2015 for which the Bock Lighting spec sheet on our website contains the words "5 year limited warranty" that, subject to the below terms and conditions of this warranty, when such LED products are properly installed they will comply with Bock's published product specifications for such products and will be free from material defects in material and workmanship for a period of five (5) years from the date of manufacture by Bock, or 25,000 hours of operation., whichever is less. This warranty shall inure to the original purchaser or first end-user only and shall not be transferable without the written consent of Bock.

- e. **Conditions and Exclusions:** All Bock warranties are conditioned upon proper installation, use and maintenance. Bock's warranty does not apply to any Goods that have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Bock or one of Bock's authorized agents. In no event shall Bock be responsible for the quality or performance of any goods manufactured by other parties; such goods shall carry only the warranty of the manufacturer. Normal wear and tear on any fixture is not covered by this warranty.
  - f. For purposes of this paragraph 9, Customer shall include, but not be limited to, the Customer named in the purchase order and any end-user of any product supplied by Bock. This warranty shall be binding upon and benefit the named Customer and any end-user. Customer shall supply a copy of this warranty to its end-user.
10. **Remedy Limitation:** BOCK WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (WHICH, FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR LOSS OR DAMAGE TO PROPERTY), SPECIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT OR PUNITIVE DAMAGES TO ANY PERSON, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, REGARDLESS OF WHETHER THE REPLACEMENT OR REFUND REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON WHATSOEVER. THIS REMEDY LIMITATION SHALL APPLY TO THE CUSTOMER NAMED IN THE PURCHASE ORDER AND ANY END-USER.
11. **Safety Information:** In the event any manufacturer supplies literature or safety labels regarding electrical installation or operation, Bock shall provide such literature or safety labels to Customer.
12. **Trademarks:** The purchase of Goods from Bock does not entitle Customer to use, register, or otherwise identify Customer or its business with the name, trademark, service mark or other identity of Bock without express written permission from Bock. All such marks and goodwill associated with such marks remain the sole and exclusive property of Bock.
13. **Taxes:** Unless otherwise specifically provided on the face of any order, invoice or quotation for Goods, the price for the Goods purchased is net and does not include sales, use, excise or similar taxes, whether tariffs, duties, special assessments. The amount of any such taxes, tariffs, duties and special assessments applicable to the Goods shall be paid by Customer in the same manner and with the same effect as if originally included in the purchase price.
14. **Additional Charges:** If substitute or additional Goods, or repair parts, are purchased by Customer from Bock, the provisions of these Standard Terms of Sale shall be applicable to such purchase, the same as if such substitute or additional Goods or repair parts had been originally purchased hereunder.
15. **Entire Agreement:** These Standard Terms of Sale, together with the terms and conditions contained on the face side of Bock's invoice or quotation, constitute the entire agreement between Bock and Customer with respect to the matters contained therein, and supersedes all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No course of prior dealings, acceptance or acquiescence in a course of performance and no usage of the trade shall be relevant to supplement, explain or modify any terms contained herein. All representations, promises, warranties or statements by an agent or employee of Bock that differ in any way from the terms and conditions hereof shall be given no effect or force. No waiver or alteration of terms herein shall be binding unless in writing signed by an executive officer of Bock.
16. **Priority:** In the event of any inconsistency among the provisions in these Standard Terms of Sale or the Purchase Order, precedence shall be given first to these Standard Terms of Sale, and second, to the special terms and conditions contained on the face of the Purchase Order and accepted, in writing, by Bock.
17. **Governing Law:** The sale of Goods pursuant to the Purchase Order shall be subject to and construed in accordance with the laws of the State of Ohio, United States of America, applicable to contracts made and performed in the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio. Jurisdiction and venue for any action arising between the parties with respect to the Goods will lie in the Courts of Common Pleas of Summit County, Ohio or in federal courts situated in the Northern District of

Ohio (Eastern Division), in addition to any other court of competent jurisdiction. The parties irrevocably consent and submit to the personal jurisdiction of said courts and agree not to challenge or assert any defense to the jurisdiction of said courts including, without limitation, forum non conveniens. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

18. **Severability:** If any provision of these Standard Terms of Sale is deemed invalid or unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, at the election of Customer and Bock, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of these Standard Terms of Sale and the Purchase Order shall remain in full force and effect.
19. **Non-Waiver:** No change, modification or waiver of any provision of these Standard Terms of Sale shall be valid or binding unless it is accepted by Bock. A waiver by either party of any breach or failure to enforce any term or condition of these Standard Terms of Sale shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with that or any other term or condition of these Standard Terms of Sale.
20. **Binding / Non-Assignment:** This contract shall be binding upon and shall inure to the benefit of the successors, and permitted assigns of Customer and Bock, provided, however, that Customer may not assign any portion of its rights or delegate any portion of its obligations hereunder or under any Purchase Order without in each instance obtaining Bock's prior written consent. Any attempted assignment by Customer or assignment by Customer of this contract without Bock's prior written consent is void.
21. **Bock's Performance Excused Upon Customer's Breach:** In addition to the rights and remedies conferred upon Bock by law or in equity, Bock shall not be required to proceed with the fulfillment of any Purchase Order or the performance of any contract if Customer is in default in the performance of any order or contract with Bock, and in cases of doubt as to Customer's financial responsibility, shipments under this order may be suspended or sent sight draft with bill of lading attached by Bock. Additionally, in the case of subsequent orders or, in the case of open Purchase Orders, Bock is not required to proceed with the fulfillment of any subsequent order or perform such open Purchase Order if Customer is in breach with regard to any prior fulfilled orders, including, without limitation, non-payment.