

TERMS & CONDITIONS,  
RETURN POLICY &  
DISTRIBUTOR QUICK  
SHIP FIXTURE FOR GE  
LIGHTING SYSTEMS

Doc 9200-F, Rev 6  
Effective August 15 , 2016



## GE Lighting Systems Standard Terms & Conditions

The sale of any service and products, and the integration thereof, ordered by the Customer is expressly conditioned upon the terms and conditions contained or referenced herein. Terms and conditions included in the GE Lighting Systems (a component of GE Lighting, a business of General Electric Company, herein called "GE") proposal, if any, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are expressly rejected and will not be binding upon GE unless specifically agreed to in writing by an authorized GE employee.

**1. WARRANTY.** (a) GE warrants its products and services as set forth in published written limited warranty documents that are specific to particular products, and any such published specific warranty shall apply in lieu of this Article 1.

(b) In the absence of an applicable published warranty for a particular product as described in subparagraph (a) above, GE warrants to Customer that products furnished hereunder will be generally free from defects in material, workmanship and title and will materially meet GE's published specifications for the product or those specified in the GE written quotation; the foregoing shall apply only to failures to meet said warranties (excluding any defects in title) which appear within one (1) year from the date of shipment.

(c) Notwithstanding Section 1(b), for the GE-installed electric system inside its HID lighting fixtures (consisting of a ballast, starting aid, capacitor, socket, terminal board, photoelectric receptacle, and wiring), the warranties set forth in subparagraph (a) shall apply only to defects (excluding any defects in title) that appear within the later of five (5) years from the date of manufacture and five (5) years from the date of shipment if the latter can be substantiated. Notwithstanding the foregoing, for the GE-installed electric system inside its Charger HID lighting fixtures, the warranties set forth in subparagraph (a) shall apply only to defects (excluding any defects in title) that appear within the later of two (2) years from the date of manufacture and two (2) years from the date of shipment if the latter can be substantiated. Notwithstanding the foregoing, for all other parts of such fixtures, for GE's Foodpro II Fixtures, for fluorescent and compact fluorescent fixtures, and for products other than GE's HID lighting fixtures, the warranties set forth in subparagraph (a) shall apply only to defects (excluding any defects in title) that appear within one (1) year from the date of manufacture. (GE's products bear a date code from which the date of manufacture may be determined.) The warranties set forth in this subparagraph 1(c) shall not apply to lamps and photoelectric controls, which are subject only to the applicable warranty (if any) offered by the company that manufactures such products.

(d) GE warrants that any study, inspection, test, or other services performed pursuant to this agreement shall be prepared in a professionally competent manner, however, GE does not assume responsibility for specific operating results, nor for achieving desired objectives. This warranty applies only to failures which appear within one year from the date services are furnished, provided that Customer promptly notifies GE in writing of such failure. GE shall re-perform any such defective portion of the services provided. If reperformance is not practicable, GE will furnish, without charge, services in an amount essentially equal to those that, in GE's judgment, would have been required for reperformance of the defective service.

(e) In no case does this warranty apply to any failure or nonconformance with specifications caused by or attributable to any associated or complementary products not supplied under this contract, nor shall it in any case apply to the quantity or quality of the product of Customer or the process of manufacture on which the products are used. The warranties set forth in this Article 1 also shall not apply to lamps and photoelectric controls, which are subject only to the applicable warranty (if any) offered by the company that manufactures such products. The warranty and remedies are conditioned upon (i) proper storage, handling, installation, use and maintenance, and conformance with any applicable recommendations of GE, and (iii) Customer notifying GE of any defects within thirty (30) days after discovery and, if required, promptly making the product available for correction. For the avoidance of doubt, GE shall not be responsible for any failure of a product that is the result of external or environmental causes, including but not limited to natural catastrophe, power surges or failure, improper installation, improper power supply, fault or negligence of Customer or user, improper or unauthorized alteration or service, or any cause other than a defect in the material or workmanship of the product itself.

(f) If any product or service fails to meet the foregoing warranties (except title), GE shall thereupon correct any such failure either, at its option, (i) by repairing any defective or damaged part or parts of the products, and/or reperforming any defective service, or (iii) by making available, F.O.B. the GE plant or other mutually agreed upon point of shipment, any necessary repaired or replacement parts. If reperformance is not practicable, GE will furnish without charge services in an amount essentially equal to those that, in the sole judgment of GE, would have been required for reperformance. Where a failure cannot be corrected by GE's reasonable efforts, the parties will negotiate an equitable adjustment in price. GE is not responsible for labor and other costs and expenses.

(g) In providing products or renewal parts, GE reserves the right to use refurbished parts, including circuit boards, which shall be warranted in accordance with this Article. GE does not warrant computer hardware, software or products and services obtained from others but only the warranty of the manufacturer shall apply. GE's obligation under this warranty shall terminate immediately upon any modification of products or software by Customer unless made with the approval of GE.

(h) THIS ARTICLE 1 SETS FORTH THE EXCLUSIVE REMEDIES FOR CLAIMS (EXCEPT AS TO TITLE) BASED ON DEFECT IN OR FAILURE OF PRODUCTS OR SERVICES, WHETHER THE CLAIM IS IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Upon the expiration of the warranty period, all such liability shall terminate and Customer shall have a reasonable time, not to exceed thirty days after the warranty period, to give written notice of any defects that appeared during the warranty period. EXCEPT AS SET FORTH IN ARTICLE 2, "PATENTS," THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. GE does not warrant any products or services of others designated by Customer.

**2. PATENTS.** Subject to the provisions of this Article, GE warrants that products, services, or products and services in combination, furnished under this contract shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, and contingent upon

Customer not taking any position adverse to GE in connection with such claim, GE shall defend, or may settle at its expense, any suit or proceeding against Customer so far as based on a claimed infringement that would result in a breach of this warranty and GE shall pay all damages and costs awarded therein against Customer due to such breach. In case any product, service or combination thereof is in such suit held to constitute such an infringement and the use of said product or service is enjoined, GE shall, at its expense and option, either procure for Customer the right to continue using said product or service, or replace same with a non-infringing product or service, or modify same so it becomes non-infringing, or remove the product or halt the service and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Customer. The foregoing states the entire liability of GE for patent infringement relating to products, services or any combination thereof.

The preceding paragraph shall not apply to any product or service specified by Customer or manufactured to Customer's design, or to the use of any product in combination with products not provided by GE.

**3. DELIVERY, TITLE AND RISK OF LOSS.** (a) Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by GE, title and risk of loss or damage shall pass to the Customer when products are placed in the hands of a carrier at the point of shipment, or on a pro rata basis as services are performed.

(b) (i) For shipments to locations within the continental United States, GE will pay freight at the lowest rate for any order exceeding \$1000 net; . For orders less or equal to \$1000 a \$50 shipping and handling fee will apply (ii) For shipments to locations within Alaska and Hawaii, GE will ship freight prepaid to the Port of Anchorage and the Port of Honolulu, respectively, at the lowest rate for any order exceeding \$3000 net; freight charges from those ports to locations within Alaska and Hawaii, and for orders that are \$3000 or less a \$150 shipping and handling fee will apply. (iii) An order is defined as any individual order for a single customer placed for delivery to one location and in one shipment.

(c) If any products cannot be shipped when ready due to any cause referred to in Article 4 "Excusable Delays," GE may place the products in storage (which may be at the place of manufacture). In such event, (i) GE shall notify Customer of the placement of any products in storage, (ii) GE's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Customer, (iii) any amounts otherwise payable to GE upon delivery shall be payable upon presentation of GE's invoices therefore and its certification as to such cause, (iv) promptly upon submission of GE's invoices, Customer shall reimburse GE for all expenses GE incurred, such as preparation for and placement into storage, handling, storage, inspection, preservation and insurance, and (v) when conditions permit and upon payment of all amounts due hereunder, GE shall assist and cooperate with Customer in any reasonable manner with respect to the removal of any products placed in storage.

**4. EXCUSABLE DELAYS.** GE shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Customer, prerequisite work by others, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, transportation delay or shortage, or (iii) inability on account of a cause beyond the reasonable control of GE to obtain necessary materials, components, services or facilities. GE will notify Customer promptly of any material delay excused by this Article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event GE is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, GE shall be entitled to an equitable price adjustment in addition to an extension of the time of performance.

**5. PAYMENTS AND FINANCIAL CONDITIONS.** (a) Except as otherwise specified by GE in writing, pro rata payments shall become due as shipments are made. All payments shall be made without set-off for claims arising out of other sales by GE. Unless otherwise agreed, payments shall be made by wire transfer upon receipt of invoice.

(b) Any order for products by Customer shall constitute a representation that Customer is solvent. In addition, upon GE's request, Customer will furnish a written representation concerning its solvency at any time prior to shipment. If Customer's financial condition at any time does not, in the judgment of GE, justify continuance of the work to be performed by GE hereunder on the agreed terms of payment, GE may require full or partial payment in advance or shall be entitled to terminate the contract and receive termination charges. In the event of Customer's bankruptcy or insolvency or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under bankruptcy or insolvency laws, GE shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges. GE's rights under this Article are in addition to all rights available at law or in equity.

(c) If Customer fails to fulfill any condition of its payment obligations, GE may (i) withhold deliveries and suspend performance, or (iii) continue performance if GE deems it reasonable. In any event, the costs incurred by GE as a result of Customer's non-fulfillment shall be payable by Customer upon submission of GE's invoices therefore. GE shall be entitled to an extension of time for performance of its obligations equaling the period of Customer's non-fulfillment whether or not GE elects to suspend performance. If Customer does not rectify such non-fulfillment promptly upon notice, GE may cancel the agreement and Customer shall pay GE cancellation charges upon submission of GE's invoices therefore.

**6. DISCLOSURE OF INFORMATION.** Any information, suggestions or ideas transmitted by Customer to GE in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized GE employee.

**7. TAXES.** In addition to any price specified herein, Customer shall pay GE for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by GE or Customer, or Customer shall furnish GE with evidence of exemption acceptable to the taxing authorities. If Customer fails to provide GE with proof of exemption, GE may pay the taxes due and Customer shall reimburse GE upon receipt of invoice.



## GE Lighting Systems Standard Terms & Conditions

**8. INDEMNITIES.** Subject to the provisions of Article 9, "Limitations of Liability", GE agrees to indemnify and save harmless Customer from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the performance of this agreement, to the extent such damage or injury is attributable to the negligence of GE; provided that Customer gives GE prompt notice of any such claim and all necessary information and assistance so that GE, at its option, may undertake to defend or settle such claim and Customer does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of GE and Customer, the loss, expense or claim shall be borne by GE and Customer in proportion to their negligence.

**9. LIMITATIONS OF LIABILITY.** (a) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall GE's liability to Customer or its insurers for any loss or damage arising out of, or resulting from this agreement, or from the performance or breach thereof, or from the products or services furnished hereunder, exceed the price of the specific product or service that gives rise to the claim, and except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranty". Any such claim of liability must be timely commenced in a court of competent jurisdiction in accordance with the applicable statute of limitations, but in no event later than one year from the termination of the warranty period.

(b) IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL GE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF DATA, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COST, OR CLAIMS OF CUSTOMERS OF THE CUSTOMER FOR SUCH DAMAGES. If the products or services being provided by GE will be furnished by the Customer to a third party by contract or otherwise or relate to a contract between the Customer and a third party, the Customer shall obtain from such third party a provision affording GE the protection of this Article.

(c) In no event shall GE be liable for any loss or damage arising from its failure to discover or repair latent defects or defects inherent in the design of products or caused by the use of products by the Customer against the advice of GE. If GE furnishes Customer with advice or assistance that concerns any product supplied hereunder or any system or equipment in which any such product may be installed, the furnishing of such advice or assistance will not subject GE to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. For the purposes of this Article, the term GE includes GE subcontractors and suppliers.

**10. CHANGES .** (a) Customer may, by written Change Order, request changes within the general scope of any services provided. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the project under this Agreement, there shall be an equitable adjustment to the contract price or in the time for performance, or both. GE shall not be obligated to proceed with the changed or extra services until: (1) the value of such changes or extra services and the effect on the schedule of completion of the services have been agreed upon and (2) the Change Order has been signed by GE and Customer.

(b) Upon submittal of a written request by the Customer to GE to perform extra services or to alter, add to, or deduct from the services provided, GE shall submit to the Customer a written estimate of any adjustment to the scope of services, the construction schedule, the contract price, or any adjustments to the warranty or guarantee obligations or any other impacts which would result from the change. If the Customer elects to proceed with the changed services, Customer shall issue a Change Order to GE authorizing such adjustments as agreed to by the Customer and GE. The price of any extra or change shall be determined in one or more of the following ways: (1) by mutually agreed firm lump sum price, or (2) by unit prices specified in the contract or agreed upon, or (3) by cost and negotiated percentage of cost or fixed fee.

(c) At any time and with prior consent of Customer in case of material changes, GE reserves the right to make changes in design, construction, arrangement or products; provided such changes do not result in any increase in the contract price or time for performance or alter the performance guarantees or warranty obligations set forth herein. Customer shall not unreasonably withhold its consent in case of material changes.

**11. CONDITIONS AFFECTING THE SERVICES.** Customer shall advise GE of the location and nature of any known unusual conditions which would affect the services, including but not limited to, underground obstructions, unstable soil conditions and the suspected presence of hazardous materials that could not otherwise be discerned by GE during a visual inspection of the site.

GE shall be entitled to assume that any Site data furnished by Customer is accurate and complete. GE shall promptly notify Customer of (1) any conditions at the Site which materially differ from those indicated in the information furnished by Customer, (2) any previously unknown physical conditions at the Site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of services provided for in this Agreement, (3) the suspected presence of any toxic substances, hazardous substances, or hazardous wastes (as such terms may be defined in any federal, state or local statute, ordinance or regulations) which require special handling and/or disposal, or (4) the presence of archaeological remains. If such conditions cause an increase in GE's cost or time for performance of any part of this agreement, GE shall be entitled to an equitable adjustment in the contract price and an extension in the time for performance.

If suspected toxic substances, hazardous substances, or hazardous wastes are present at the Site, GE shall not be obligated to commence or continue services until Customer causes such substances to be removed or remediated. GE shall be entitled to an appropriate equitable adjustment to the contract price and/or extension of the time for performance to the extent GE's performance is adversely impacted by the presence of such substances.

**12. INSURANCE.** Subject to Article 8, "Indemnities" and Article 9, "Limitations of Liability", GE shall maintain for its protection such insurance in coverage and limits set forth below for claims, which may arise out of or result from GE's performance under the contract. Upon Customer request, GE will furnish a valid certificate of insurance.

Coverage	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	\$2,500,000
Comprehensive General Liability	\$2,500,000 Combined Single Limit per Occurrence
Comprehensive Automobile Liability	\$2,500,000 Combined Single Limit per Occurrence

**13. GENERAL.** (a) Any products delivered by GE hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. GE will comply with applicable federal, state and local laws and regulations as of the date of this agreement which relate to (i) non-segregated facilities and equal employment opportunity (including the seven paragraphs appearing in Section 202 of Executive Order 11246, as amended), (ii) the Occupational Safety and Health Act of 1970 (OSHA), as amended, (iii) workers' compensation, and (iii) the production in GE's manufacturing facilities of products furnished hereunder. Price, including delivery, will be equitably adjusted to compensate GE for the cost of compliance with any other laws or regulations.

(b) If Customer is procuring Products or Services on behalf of the U.S. Government, or the end customer is the U.S. Government, Customer agrees that all Products and Services provided by GE meet the definition of a "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in FAR 2.101. Customer agrees the subparagraph terms of FAR 52.212-5(e) or 52.244-6 (whichever is applicable) apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; the version of the clauses shall be the version in effect as of the Effective Date of the order. With regard to any terms related to Buy American Act or Trade Agreements that may be applicable to the order, the country of origin of Products is unknown unless otherwise specifically stated by GE in a writing prepared in connection with the order. Customer agrees any Services offered by GE are exempt from the Service Contract Act of 1965 (FAR52.222-41). Customer further agrees the order is not funded, in whole or part, by American Recovery and Reinvestment Act funds unless Customer notifies GE in writing and such notice is acknowledged in writing by GE's Region Manager, General Manager, or Officer.

(c) Unless otherwise specified by GE in writing, any quotation of GE shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's order.

(d) Customer may cancel an order for non-stock (made-to-order) material only by written notice more than four weeks prior to the ship date and subject to approval pending production schedules (component and assembly) and GE vendor commitments made to fulfill the order in timely manner. Orders canceled within four weeks of the ship date are subject to a cancellation fee of 100% of the order value. All exceptions to the applicability and amount of fee must be approved by the Commercial Services leader.

(e) Termination of an order shall not relieve either party of any obligation arising out of work performed prior to termination.

(f) GE reserves the right to subcontract any of the work to one or more subcontractors. The delegation or assignment by either party of any or all of its duties or rights hereunder without the other party's prior written consent shall be void, except that GE may, without prior written consent of the Customer, assign this agreement to a successor in interest by merger, by operation of law, by purchase, or otherwise, or to any entity at least 50% of whose stock or other equity interest is beneficially owned, directly or indirectly, by GE or any affiliate of GE.

(g) Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on GE. These Terms and Conditions contain the entire and only agreement between the Customer and GE with respect to terms and conditions and supersede and cancel all previous negotiations, agreements, commitments, representations and writings in respect thereto. The Terms and Conditions may not be amended, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly authorized representative of each party.

(h) The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereto shall be governed by the law of the State of New York, excluding its conflict of law rules. The invalidity, in whole or part, of any of the articles or paragraphs in these Terms and Conditions will not affect the remainder of such article or paragraph or any other article or paragraph.

(i) The provisions of this agreement are for the benefit of the parties hereto and not for any other person except as specifically provided herein.

**14. SITE ACCESS.** Neither party shall require (i) waivers or releases of any personal rights or (ii) execution of documents which conflict with the terms of this agreement, from employees, representatives or customers of the other in connection with visits to its premises and both parties agree that no such releases, waivers or documents shall be pleaded by them or third persons in any action or proceeding.

**15. EXPORT SALES.** Unless otherwise agreed in writing, Products sold under this Agreement are not for export by Customer. For export sales, separate provisions as may be agreed by the parties shall apply.

### **Stock Accommodation Returns**

- \*GE's Stock Accommodation Return policy is in consideration for Customer's on-going relationship with GE and continuing good standing with GE. GE has no obligation and will not accept a Stock Accommodation Return if Customer is past due on its payment obligations, or otherwise is not in good standing. ("Customer" means GE's direct customer)
- \*Stock Accommodation Returns are limited to "Quick Ship Fixtures" and two per calendar year, and will not be accepted during the months of July and December. Stock Accommodation Returns require an offsetting order of "Quick Ship Fixtures" that is equal to or greater than the value of the return.
- \*Stock Accommodation Returns will be credited at the original price paid by the Customer at the time of shipment. No restocking charge will be applied to a valid Stock Accommodation Return. If Customer exceeds the 2 return maximum, but GE authorizes the return, then an automatic 25% restocking fee will be applied to the return value.
- \*The aggregate value of Customer's Stock Accommodation Returns in a calendar year cannot exceed 10% of the net invoice value of Customer's prior calendar year purchases of "Quick Ship Fixtures" from GE. If Customer exceeds such maximum annual percentage, an automatic 25% restocking fee is applied to the value that is in excess of the maximum allowable 10% limit.
- \*Customer must obtain a Return Material Authorization ("RMA") from GE's local manufacturer's representative. GE must receive the authorized return within 30 days of RGA issuance.
- \*Customer shall specify and arrange for the carrier of the return and shall pay for all transportation charges.
- \*All returned product must be returned in GE factory sealed cartons, and are limited to "Quick Ship Fixtures" items that were sold to Customer by GE, are unused, undamaged, and in resaleable condition. Products that have been price marked or stickered may not be returned.
- \*All unauthorized returns will be refused and/or returned to Customer; all inbound and outbound freight cost for unauthorized returns and attempted returns will be the responsibility of Customer.
- \*Any GE credits for returns will be net of any cash discounts that were taken off of invoice.
- \*Title and risk of loss for all returns will transfer to GE upon acceptance of the return at GE's warehouse. GE assumes no responsibility for collection of loss or damage claims against a carrier.
- \*Obsolete and de-listed product may not be returned.

### **Returns Due To Customer Errors**

- \*Customer must obtain a Return Material Authorization ("RMA") from GE's local manufacturer's representative for the specific product that is the subject of the error within 90 days of original shipment invoice date.
- \*A 25% restocking charge will be applied to the value of the return. Instead of making a Customer Error Return, Customer may hold such return(s) and consolidate it (them) as part of a valid Stock Accommodation Return (if applicable) to avoid a restocking charge.
- \*GE will issue credit for Customer Error Returns based on the invoice price shown on GE's original invoice.
- \*Returns resulting from Customer errors on Drop shipments are limited to the quantities shipped on the referenced GE invoice.
- \*Customer shall specify and arrange for the carrier of the return and shall pay for all transportation charges.
- \*All returned products must be returned in GE factory sealed cartons, and must be unused, undamaged, and in resaleable condition. Products that been price marked or stickered may not be returned.
- \*Any GE credits for returns will be net of any cash discounts that were taken off of invoice.
- \*Title and risk of loss for all returns will transfer to GE upon acceptance of the return at GE's warehouse. GE assumes no responsibility for collection of loss or damage claims against a carrier.
- \*Obsolete and de-listed product may not be returned.

### **Returns Due To GE Errors**

- \*Customer must obtain a Return Material Authorization ("RMA") from GE's local manufacturer's representative for the specific product that is the subject of the error within 90 days of original shipment invoice date.
- \*GE will issue credit for GE error Returns based on the invoice price shown on GE's original invoice.
- \*No restocking charge will be applied to the value of the return.
- \*GE will arrange for pick-up of the return and pay for transportation.
- \*Any GE credits for returns will be net of any cash discounts that were taken off of invoice.

## **Distributor Return Policy for other than "Quick Ship Fixtures" listed in Appendix A**

**Returns Due To GE Errors** \*Customer must obtain a Return Material Authorization ("RMA") from GE's local manufacturer's representative for the specific product that is the subject of the error within 90 days of original shipment invoice date.

\*GE will issue credit for GE error Returns based on the invoice price shown on GE's original invoice.

\*No restocking charge will be applied to the value of the return.

\*GE will arrange for pick-up of the return and pay for transportation.

\*Any GE credits for returns will be net of any cash discounts that were taken off of invoice

**Returns for any other reason**

\*All other fixtures are considered "made to order" and are non-returnable.

## Appendix A – “Quick Ship Fixtures”

33741	LED15FMM9-W
20433	LED15FMM12-W
69278	ET220A3AVWWHITE
69277	ET220A2AVWWHITE
67603	ET240A3AVWWHITE
67602	ET240A2AVWWHITE
94993	BR220A3AVWWHITE
94994	BR220A2AVWWHITE
95051	BR240A3AVWWHITE
95053	BR240A2AVWWHITE
27075	BV220A3AVWWHITE
27084	BV220A2AVWWHITE
27482	BV240A3AVWWHITE
64096	BV240A2AVWWHITE
26821	BT220D3AVWWHITE
26822	BT220D2AVWWHITE
26941	BT240D3AVWWHITE
26973	BT240D2AVWWHITE
26790	BT220A3AVWWHITE
26798	BT220A2AVWWHITE
26835	BT220A3AVWWHITEEL
26842	BT220A2AVWWHITEEL
26843	BT240A3AVWWHITE
26844	BT240A2AVWWHITE
26845	BT240A3AVWWHITEEL
26870	BT240A2AVWWHITEEL
212462	B22 SMK
212463	B24 SMK
212459	A22 SMK
212460	A24 SMK
208160	LED20/DK22/835/10/SO
208161	LED20/DK22/840/10/SO
208162	LED35/DK24/835/10/SO
208163	LED35/DK24/840/10/SO
212702	RX610830MV
212703	RX610835MV
212704	RX610840MV
212705	RX810830MV
212706	RX810835MV
212707	RX810840MV
212708	RX815830MV
212709	RX815835MV
212710	RX815840MV

212711	RX820830MV
212712	RX820835MV
212713	RX820840MV
26722	WS4N0A3SVWWHITE
26787	WS4W0A3SVWWHITE
83624	DI4RLL1V10HO
83625	DI4RLL2V10HO
83630	DI6RLL1V10HO
83632	DI6RLL2V10HO
83633	DI6RHL1V10HO
83638	DI6RHL2V10HO
19394	DLM1000/935
19485	DLM1500/935
19525	DLM2000/935
19595	DLM3000/935
34185	DLM4000/935
93984	RDI4RWSDMR
93988	RDI6RNSDMR
93990	RDI6RWSDMR
83475	ISC80A3MVWWHITE
93018007	IS Starter Kit
207909	TS1L2FL830WG11V
207910	TS1L2FL830BG11V
207949	TS1L2FL830WJ11V
207950	TS1L2FL830BJ11V
83628	DI4SLL1V10HO
93020883	DI4SLL2V10HO
93020884	DI6SLL1V10HO
93019376	DI6SLL2V10HO
93020885	DI6SHL1V10HO
93020886	DI6SHL2V10HO
19395	DLM1000/940/G2
19492	DLM1500/940/G2
19526	DLM2000/940/G2
34178	DLM3000/940/G2
34186	DLM4000/940/G2
93985	RDI4RWSDWT
93986	RDI4SWSDMR
93987	RDI4SWSDWT
93989	RDI6RNSDWT
93991	RDI6RWSDWT
93992	RDI6SMSDMR
93993	RDI6SMSDWT

93994	RDI6SWSDMR
93995	RDI6SWSDWT
83475	ISC80A3MVWWHITE
93018007	IS Starter Kit
83476	ISC80B3MVWWHITE
93027505	ISC80E3MVWWHITE
10739	LLWSOB004CV827VQTMWHT
10740	LLWSOB004CV830VQTMWHT
10741	LLWSOB004CV835VQTMWHT
10747	LLWSOB004CV840VQTMWHT
10750	LLWHOB007CV827VQTMWHT
10758	LLWHOB007CV835VQTMWHT
10763	LLWHOB007CV840VQTMWHT
65467	LWW1-MT48/0
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10895	LLWHOB007GZ830VQTMWHT
10899	LLWHOB007GZ835VQTMWHT
93038953	LTL22A020MM835VQLTWHT
93038954	LTL22A020MM840VQLTWHT
93038955	LTL24A030MM835VQLTWHT
93038956	LTL24A030MM840VQLTWHT
93038732	LTL22A033MM835VQLTWHT
93037164	LTL22A033MM840VQLTWHT
93039408	LTL22A033MM835VQLTWHT
93039409	LTL22A033MM840VQLTWHT
93039410	LTL24A048MM835VQLTWHT
93035531	LTL24A048MM840VQLTWHT
93039411	LTL24A048MM835VQLTWHT
93039348	LTL24A048MM840VQLTWHT
93014044	ABR101H571INNSTANW
93014051	ABR101T571INNSTANW
213915	ABR102H571INNSTANW
205004	ABV1 PENDANT MOUNT KIT
209104	ABV1 ROD MOUNT KIT
208574	ABV101T471NVSTKNW1PK
208570	ABV101T571NVSTKNW1PK
208575	ABV101V471NVSTKNW1PK
208571	ABV101V571NVSTKNW1PK
208576	ABV102T471NVSTKNW1PK
208572	ABV102T571NVSTKNW1PK
208577	ABV102V471NVSTKNW1PK
208573	ABV102V571NVSTKNW1PK
216582	ALR101H4714SNNSTKNW1PK

216579	ALR101H5714SNNSTKNW1PK
216581	ALR101T4714SNNSTKNW1PK
216578	ALR101T5714SNNSTKNW1PK
216583	ALR101V4714SNNSTKNW1PK
216580	ALR101V5714SNNSTKNW1PK
216576	ALV101H4714SNVSTKNW1PK
216573	ALV101H5714SNVSTKNW1PK
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216572	ALV101T5714SNVSTKNW1PK
216577	ALV101V4714SNVSTKNW1PK
216574	ALV101V5714SNVSTKNW1PK
93023249	E2SA0A1B31402NN
215014	E2SA0B1B31402NN
93026611	EANA0D35401CDKBZ
93026613	EANA0F35401CDKBZ
209106	EFNA0F35401KDKBZ
210737	EG2R0A5PS5011WHTE
215362	EWS20A7D1401DKBZ
216115	EWS20C7D1501DKBZ
93032612	EALS010H4AF740NDD1DKBZ
93032945	EALS010K4AF740NDD1DKBZ
93037878	EFH1010AA66750ADT1DKBZ
93040050	EFH1010EE76750ADT1DKBZ
93035238	EFH1010EE66750ADT1DKBZ