

UNIVERSAL LIGHTING TECHNOLOGIES AUTHORIZED DISTRIBUTOR GUIDE

Universal Lighting Technologies, Inc. is the global leader in lighting ballasts. We manufacture the industry's most comprehensive line of lighting ballasts including: magnetic, electronic, dimming, compact, HID and sign. Our products feature the latest in technology and innovation that help provide our customers with dramatic energy savings, superior design flexibility and improved performance and reliability. We utilize innovative manufacturing programs and processes to ensure our products meet your stringent requirements. Our engineering resources develop and pursue advanced technology and innovation for our products. In fact, we are introducing new products everyday. Our new family of ballasts feature installer-friendly universal input voltage which ensures you have the right ballast on hand every time and helps reduce inventory requirements by up to 50%. New, lightweight designs incorporate the same wiring and mounting footprints to facilitate new installations or simplify replacements. Unique, low profile designs make challenging fixture applications and ballast installations a snap.

Universal Lighting Technologies, Inc. provides outstanding service and delivery with the dedicated team of professional customer service representatives. They are always ready to take your call or answer your questions. Our Technical Engineering Services (TES) organization is renowned for its reputation of unsurpassed quality in providing customer solutions to everyday lighting issues by simply calling 1-800-BALLAST.

With over fifty years in the lighting business, our products feature the trusted brand names of Universal® and Triad® that equate to quality, reliability and performance right out of the box. Universal Lighting Technologies, Inc. is uniquely positioned to be the lighting leader for the new millennium. With new marketing and support programs for our distributors, we are the one source for all of your lighting needs.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

Universal Lighting Technologies, Inc., is hereinafter referred to as "Seller" and the purchaser is hereinafter referred to as "Buyer." Any order that contains terms and conditions in addition to or inconsistent with the following shall not be binding upon Seller unless acceptance is made in writing by Seller, and failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor as acceptance of any such provisions. Seller is not responsible for typographical or written errors made in any quotations, orders or publications and all such errors are subject to correction.

2. SHIPMENTS

All shipments of ballasts will be made F.O.B. Point of Shipment. Freight will be allowed on orders in excess of \$500 to all points within the United States and \$1,000 to all points within Canada, provided Universal Lighting Technologies selects the method and routing of the shipment. If the purchaser specifies a manner or routing of shipment different from that determined by Universal Lighting Technologies, we will comply but ship product freight collect. If Universal Lighting Technologies chooses to split shipments on a single order of more than \$500, the freight charges will still be paid by Universal Lighting Technologies. Any Universal Lighting Technologies products may be combined in one shipment to meet minimum freight weight or dollar requirements. Shipment of plus or minus five (5) percent of order quantity will be considered to have completed the order and Buyer agrees to pay the unit price for the quantities shipped. Purchase orders containing penalty clauses for failure to meet shipment schedules are not acceptable unless specifically approved in writing by an officer of Seller. Prices quoted provide for standard packing for domestic shipment only. Buyer agrees to pay the charges for special packing if it is required for domestic shipment or export shipment.

3. DELIVERY

The promised delivery date is the best estimate of the time when the products will be shipped by Seller. Seller assumes no liability for loss of profits, special, incidental or consequential damages due to delays. Universal Lighting Technologies assumes no responsibility for collection of loss or damage claims. Evident loss or damage to a shipment must be indicated by a notation made by the carrier's agent on the delivery receipt before the receipt is signed. The notation must clearly specify the extent of loss, shortage or damage.

4. INSPECTION AND ACCEPTANCE OR REJECTION

All products are subject to inspection by Buyer upon delivery and, unless Seller is advised to the contrary in writing within thirty (30) days after delivery, the products will be deemed to have been accepted as conforming with the requirements of the contract and free from all discoverable defects.

5. DISTRIBUTION RETURN POLICY

ULT Select Distributors:

With Universal Lighting Technologies authorization, Buyer may be permitted to return products in accordance with Universal Lighting Technologies' published Return Policy Number: PL-101 dated April 4, 2007. One (1) return per year of standard product for credit with offsetting order of equal or greater value not to exceed 3% of the previous year's purchases. Any other returns are subject to a minimum 25% or \$25 restocking charge, whichever is greater. Discontinued, made-to-order or custom product is not returnable.

One Source Select and Freight Source Select Distributors:

Two returns per year of standard product totaling no more than 5% previous years purchased values when placed with an order of equal value are permitted. Discontinued, made-to-order or custom product is not returnable. Returns resulting from a Universal Lighting Technologies, Inc. error will require an approved RMA form, which must be requested within 30 days of shipment. These will not be subject to restocking fees or freight charges. Please contact your Customer Service Representative to obtain a return authorization.

ANY WAIVER OR REDUCTION OF THE RESTOCK FEE OR CUSTOMER PAID FREIGHT ON CUSTOMER REQUESTED RETURNS MUST BE APPROVED BY THE VP OF DISTRIBUTION SALES OR EXECUTIVE VP OF SALES—NO EXCEPTIONS.

6. PRICE

Quotation prices are firm for thirty (30) days from the date of the quotation, unless specifically stated to the contrary as part of a particular price quote, and are subject to change without notice after the expiration of this thirty (30) day period. Any variations in quantity specified and/or rate of delivery may necessitate a revision in price. Unless otherwise stated as part of price quote, all prices are F.O.B. factory.

7. DISTRIBUTION CLAIMBACK POLICY

The Universal Lighting Technologies, Inc. Claimback Form is to be made available to Universal Lighting Technologies, Inc. Customers for use with applicable transactions. Claimbacks for products invoiced by Universal Lighting Technologies, Inc. at stock pricing will require the proper documentation to be processed prior to credit being issued by Universal Lighting Technologies, Inc.

- A Completed Universal Lighting Technologies, Inc. Customer Claimback Form
- B Copy of Customer shipping document to the job or contractor location OR a copy of Customer invoice verifying sale of product to contractor (pricing may be marked out as Universal Lighting Technologies, Inc. has no need for this information)

*Note: Many Customer's monthly printouts/files that incorporate claimback information will satisfy the Universal Lighting Technologies, Inc. documentation requirement. Acceptance must be verified prior to submission.

Claimbacks that are not accepted by Universal Lighting Technologies, Inc. will be charged back to the Distributor's account, due for immediate payment. This category will include those claimbacks made without our quote number referenced and/or satisfactory supporting documentation and those that are for Customer shipments made after expiration date of the quote. Good accounting practices mandate claimbacks be made within reasonable periods of time.

Orders invoiced by Customer

January 1 through March 31
April 1 through June 30
July 1 through September 30
October 1 through December 31

Must be claimed back to Universal by:

June 30
September 30
December 31
March 31

Periodic field audits may be conducted by Universal Lighting Technologies, Inc. to insure that quotes are being properly utilized.