



## **Terms and Conditions of Sale**

Date: 8/25/2016

**General:** These terms and conditions of sale (“Terms”) apply to all sales from Forum, Inc. (“Forum”) to any buyer (“Buyer”) of Forum products. Unless specifically agreed to in writing by Forum (a) any provision, printed or otherwise, contained in any order, acceptance, confirmation, or acknowledgement that is inconsistent with, different from, or in addition to these Terms is rejected by Forum, and (b) these Terms may not be varied or modified by any course of performance or course of dealing without Forum’s written authorization.

**Prices and Payment Terms:** All prices subject to change without notice. Buyer shall make full payment within 30 days of the invoice date. The invoice date is the date of shipment. No cash discount. Orders: All orders are subject to acceptance at Forum’s home office located at 100 Chapel Harbor Drive, Pittsburgh, PA 15238. An order will not be deemed accepted by Forum unless Forum issues a writing from this address accepting the order or delivers the products to Buyer. Forum’s products are sold through recognized electrical distributors across the country. Forum may refuse to accept any orders for shipment to a destination outside a distributor’s normal marketing area.

**Delivery:** Any dates stated by Forum for delivery are estimates only. The time for delivery will not be of the essence unless expressly agreed to by Forum in writing. All shipments F.O.B. factory, with full freight allowed on single shipments of \$15,000 or more. Forum inspects and tests all products before pickup by the carrier at Forum’s docks. Title to products passes to Buyer upon acceptance by the carrier. Buyer must make all claims for damaged products or loss in transit to the carrier within normal time limits established by I.C.C. Forum will use its discretion in routing shipments for which it allows transportation charges. Alternate shipment routing is available to Buyer upon request, and Buyer alone is responsible for any resultant additional transportation charges. Contact Forum for freight estimates.

**Returns:** Buyer shall not return products without Forum’s written authorization. A request for return must include Forum’s invoice number and date of shipment. A request will not be honored if made more than 90 days from the date the products were shipped. A minimum service charge of 30% of the total order price will be charged. A

return is subject to receipt by Forum of the products in perfect condition and in accordance with any specific requirements issues by Forum. Buyer shall prepay freight and will be held responsible for any freight damage which occurs in transit on authorized returns. Forum will deduct original freight charges from any credit. If appropriate, Forum will credit Buyer following Forum's inspection of the goods. Products manufactured to Buyer's specific requirements are not eligible for return.

**Cancellations:** Except for orders for special equipment or products modified to meet specific job requirements, Buyer may cancel an order subject to the following restrictions by providing written notice and payment to Forum of an amount consisting of all costs incurred by Forum up to the time of cancellation, along with those costs that arose out of or resulted from the cancellation, plus a cancellation fee. Released orders for standard products are subject to a cancellation fee of 25% of the total order price. Released orders for special products (including custom products and modifications to standard products) are subject to a cancellation fee of 50% of the total order price. Special equipment or products modified to meet specific job conditions cannot be cancelled. Materials received, work in progress, goods or products manufactured, and results of the work performed, in whole or in part, prior to the time of cancellation will be the sole property of Forum.

**Minimum Billing:** All standard products must meet minimum billing requirements. Contact Forum before placing an order for minimum billing amount per product line. Minimum billing requirements do not apply to an order for replacement parts.

**Hold Orders:** Forum may increase the price applicable to orders held for future release by notifying Buyer in writing. Within 60 days following receipt of such notice, Buyer may release the order at the original price. An order released after 60 days will be subject to the increased price. A hold order will not be deemed released until Forum has received all information necessary for production.

**Errors:** While Forum expends great care in preparing its printed literature, Forum will not be responsible for clerical or typographical errors.

**Ballasts:** If applicable, standard ballast manufacturer's guarantee is extended to any ballast falling within the guarantee period for causes due to faulty manufacture, provided conditions of operation are normal. Forum is not responsible for any installation or replacement expenses.

**Field Alterations:** Forum will not accept labor or material charges for any alterations, modification, or repair to its products in the field without prior written authorization issued by Forum's home office. Forum's agents or sales agents are not authorized to issue such authorizations.

**Limited Warranty:** Forum warrants that its products will be free from defects in material and workmanship for a period of one (1) year from the date of shipment if used under normal conditions and rated voltage range. This limited warranty will not apply to any defects arising out of (a) installation method; (b) failure to adhere to Forum's instructions; (c) wear or deterioration due to environmental conditions, unless otherwise stated by Forum in writing; or (d) Buyer's or third-party's misuse or abuse.

Within 30 days of the discovery of any alleged defect within the warranty period, Buyer shall notify Forum in writing of the alleged defect. Upon confirmation of a defect by Forum, Forum may, in its sole discretion, remedy the situation by (a) repairing the product, (b) replacing the product, or (c) crediting Buyer for the product. If Forum is unable to remedy the situation within a reasonable time, Forum will fully refund the purchase price. Defects that arise or become manifest after the warranty period are Buyer's sole responsibility. This limited warranty is Buyer's sole and exclusive remedy, and Buyer agrees that the return of the purchase price by Forum is fair and adequate and prevents this remedy from failing of its essential purpose. FORUM MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY:** In no event will Forum's cumulative liability, whether as a result of breach of contract, breach of warranty, tort, strict liability, negligence, or otherwise, exceed the price allocable to the product from which liability may arise. IN NO EVENT WILL FORUM BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, DAMAGE TO GOODWILL, LOSS OF USE OF PRODUCTS OR ASSOCIATED FIXTURES, COSTS OF SUBSTITUTE FIXTURES, OR ATTORNEYS' OR EXPERTS' FEES.

**Intellectual Property:** Buyer acknowledges and agrees that Forum owns or has a right to use all patents, designs, trade names, trademarks, copyrights, trade secrets, and any other intellectual property or proprietary rights and goodwill in the products, all of which are and will remain the sole property of Forum.

**Force Majeure:** Forum's performance will be excused if any delay or failure of performance is attributable to a force majeure event which includes but is not limited to an act of God, war, earthquake, fire, flood, government acts, material shortages, power outages, or any other cause beyond Forum's reasonable control.

**Miscellaneous:** These Terms may be modified only by a writing signed by both parties. Buyer shall not assign its rights without Forum's prior written consent. These Terms are binding upon, and inure to the benefit of the parties and to their permitted successors and assigns. These Terms do not confer upon any third parties any rights or remedies. Any waiver of these Terms will be effective only if in writing. If any portion of these Terms are held to be unenforceable, then these Terms will be deemed amended to the extent necessary to render the otherwise unenforceable portion, and the rest of the Terms, valid and enforceable. Without regard to choice-of-law rules or the United Nations Conventions on Contracts for the International Sale of Goods, Pennsylvania law governs all disputes arising out of or related to these Terms. Buyer consents to jurisdiction and venue in the state and federal courts in Allegheny County, Pennsylvania, and waives all defenses of lack of personal jurisdiction and forum non conveniens.