

LED Linear USA, Inc. USA Inc. – 2186 Liberty Drive – Niagara Falls, NY 14304 - USA

February, 2018

LED Linear USA, Inc. (LL USA) Terms and Conditions

Acceptance of purchaser's order is expressly conditioned upon purchaser's assent to the terms and conditions set forth herein.

Payment Terms

All orders over \$5,000 require a 50% deposit to be paid at time of order with the balance due 30 days after shipment. Orders will not be processed until deposit is received. Net 30 day terms are available upon credit check approval by LL USA. Payments are to be made in US funds, payable to LED Linear USA, Inc. via check, ACH/ EFT or wire transfer. Unpaid invoices may be subject to late fee charges and or reported collections.

Ordering procedure

All orders are required to be submitted in writing via email. Verbal orders can not be accepted or processed so as to avoid error, misunderstanding or duplication. Orders will only be processed if order is complete in specifying all required fixture details such as product, lumen output, color temperature, length, accessories, etc. If purchase orders are based on LL USA quotes, it is the buyer's responsibility to verify quote specifics and that the product quoted is suitable for the application prior to order. Furthermore, orders will be processed after purchaser's credit is approved or deposit payment has been received.

Minimum Order Value

LL USA minimum order is \$100. Smaller orders will be automatically rounded up to \$100.

Prices

All pricing is reflective of net prices in US Dollars to the distributor and orders are shipped F.O.B. Niagara Falls, NY unless previous arrangements have been made. Quotes are valid for a period of 30 days, after which prices may change without notice. All quotes older than 30 days must be verified prior to placing an order.

Product Specifications

For manufacturing and/or improvement, LL USA reserves the right to change, at any time and without notice, the technical and/or design specifications of any product. Please always refer to www.ledlinearusa.com to review the latest technical product specification prior to placing an order.

Taxes

Any and all state, or government taxes are the responsibility of the buyer. No sale will be made without a valid tax exempt certificate on file at LL USA.

Order Confirmation and Shipping Dates

LL USA confirms all customer purchase orders with a confirmation including an ESTIMATED shipping date, and should therefore not be considered a fixed or guaranteed date. Orders may not be cancelled for failure to meet estimated delivery date. If an order confirmation is not received within 5 business days, please assume the purchase order was not received by LL USA and please contact your LL USA representative.

Cancellation Policy

The majority of LL USA lighting fixtures are custom made to order. Custom made orders cannot be cancelled after an order confirmation with an estimated delivery date has been provided.

Claims

All claims for quality failures, damages or missing parts must be made within 5 business days of receipt of shipment.

As shipping is F.O.B Niagara Falls NY risk of shipping goes over to the buyer as soon as the material goes over to the shipper and leaves our facility. Lost items in shipping needed to be reported to LL USA within 7 days after shipment.

Returns

No return of goods will be accepted without written consent, a Return Goods Authorization (RGA) number and shipping instructions from LL USA. This applies to returns of non-defective and defective merchandise. Returns for defective merchandise are regulated by the LL USA warranty policy. Non defective custom made fixtures cannot be returned. Standard items have a 25% restocking fee as long as they are returned in new, sellable condition in original packaging without any markings on them. Products that are returned damaged or in non-sellable condition will not be credited. Shipping costs of returned products are the responsibility of the returning party.

Warranty

LL USA products are warranted for:

- One (1) year for IP68 submersible products
- Three (3) years for IP67 encapsulated products used in exterior applications
- Seven (7) years for all interior products including IP67 fixtures used for interior applications

This warranty covers only properly installed LL USA product used under specified conditions with an annual usage of < 50,000 hours. For the duration of the warranty period, LL USA will, at its option, repair or replace without charge, defective products, provided they are returned to the factory and our inspection determines the unit to be defective under the terms of this warranty. Replacements require a replacement purchase order. Possible credit will be granted after factory inspection if product found defective and not damaged by the customer. Repair or replacement, as stated above, shall constitute the purchaser's exclusive warranty, which does not extend to transportation, installation, labor or any other charges; nor does it apply to any equipment of another manufacturer used in conjunction with LL USA. The warranty described herein is in lieu of any other warranty, expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. LL USA liability under this guarantee shall be limited to repair or replacement and the purchaser agrees that no other remedy (including, but not limited to, incidental or consequential damage for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to purchaser.

Exceptions to Warranty

The warranty described above shall not apply in the following circumstances:

- default in any unit after operation at more than the rated voltage on the cutsheet
- damages resulting from accident, alteration (cutting of connectors, etc.), or misuse after shipment from LL USA
- damages resulting from the improper selection or installation of lighting products or the use of lighting products differing from the intended usage shown within the LL USA product literature (bending radius, ambient temperature, TC point temperatures, etc.)

Information provided by LL USA in writing or other form with a view to the suitability, including application, processing and other use, as well as technical consultation by LL USA shall be effected to the best of LL USA knowledge, but shall be regarded as non-binding and shall not release the Buyer from inspecting the product supplied by LL USA with a view to its suitability for the intended purposes. Application, processing, and any other use of the product are beyond the control of LL USA and are therefore the sole responsibility of the Buyer.

Governing Law

These Terms and Conditions and the terms of any sale or agreement between LL USA and Purchaser shall be governed by and construed in accordance with the laws of the State of New York and the Purchaser hereby agrees to submit to the personal jurisdiction of federal and state courts located in the State of New York.