



# STANDARD TERMS & CONDITIONS

**TERMS:** The words we, our and us shall refer to LED Connection ("LED CONNECTION") and the words Purchase, Customer, you and your, shall refer to the person or entity purchasing products under this Agreement.

**PAYMENT TERMS:** Payment terms for established customer accounts with approved credit terms in good standing are NET30 days and are to be paid in US Dollars (USD). Project packages and/or special-order items require a fifty-percent (50%) deposit prior to fabrication. A service charge of 1.5% per month (or if such rate exceeds the maximum lawful rate, then such maximum lawful rate) shall be assessed on all past due payments and shall be payable on demand.

*Payment terms for customers without credit accounts is DUE UPON RECEIPT/COD.*

**PRICES:** Prices are subject to change without notice. In the event of price increases, all orders on hand will be filled at the lower prices provided that such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the effective date of the price increase, the orders will be billed at the prices in effect at the time of shipment.

**TAXES:** Purchaser shall provide valid sales tax exemption certificate to LED CONNECTION. Otherwise, the Purchaser shall pay when due all sales, use, gross receipts, excise and other taxes (together with interest and penalties if any, thereon) now or hereafter imposed by any governmental agency upon LED CONNECTION, the Purchaser, the products or the use thereof.

**FREIGHT ALLOWANCE:** FREIGHT IS PREPAID AND ALLOWED ON ALL SHIPMENTS OF PRODUCTS FOR ORDERS OVER \$1000.00 TO ALL POINTS IN THE CONTIGUOUS UNITED STATES. For orders less than \$1,000.00, the Purchaser is responsible for all freight charges. LED CONNECTION reserves the right to use its discretion in routing all shipments; however, special instructions will be followed if the Purchaser will assume any additional transportation charges. Cartage or accessorial charges and detention or demurrage charges are not allowed.

All goods are shipped F.O.B. shipping point at the Purchaser's risk. Title and risk of loss to Purchaser upon tender of shipment to the carrier. All claims for damage or shortage in transit are to be handled by the Purchaser. Shipments should be inspected by the Purchaser immediately upon receipt for transportation loss or damage and any necessary claim entered promptly with the carrier (see TRANSPORTATION CLAIMS below).

**TRANSPORTATION CLAIMS:** LED CONNECTION's equipment is tested for mechanical defects prior to shipping. LED CONNECTION's packing is regularly inspected by transportation authorities who assume responsibility for both apparent and concealed damages sustained by improper handling. Title passes to Purchaser upon delivery by LED CONNECTION to the carrier, and all claims for damages or shortages in transit shall be made by the Purchaser to the delivering carrier. LED CONNECTION will be glad to assist when called upon, provided notification is given within three (3) business days of the receipt of shipment.

**ORDER CANCELLATION:** Orders may be cancelled within three (3) business days of signed contract or signed PO. If an order is cancelled after shipment or if delivery is refused at the delivery destination, all warehousing, delivery and return costs will be charged to the Purchaser. Custom orders may not be cancelled unless LED CONNECTION is reimbursed for all work already performed and for all materials purchased.

**RETURN MERCHANDISE:** Merchandise may not be returned without prior written authorization from LED CONNECTION. Purchaser must contact LED CONNECTION Customer Support at [returns@ledconnection.com](mailto:returns@ledconnection.com) or by phone at 702-847-7680 for the issuance of a Return Merchandise Authorization (RMA) number. Any product returned without an RMA number will be refused and sent back to its origin. LED CONNECTION will not be responsible for any merchandise without an RMA number. All returns not related to defective products, will only be issued up to thirty (30) days after original invoice date. Discontinued or Custom Product is not eligible to be returned. All returns must be shipped prepaid to the location designated on the return authorization, in unused condition and original factory packaging. Product will be inspected, and final approval issued by LED CONNECTION within 30 days of receipt.

Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a restocking fee of 20% of the purchase price (unless otherwise agreed upon), less reconditioning and replacement costs if necessary. No cash or check will be disbursed for credits on returned merchandise (account credit only). All non-stocking, special, custom-made, outdated, or modified versions of normal factory stocking items are not returnable.

**PATENT INDEMNITY:** In the event any Product is made in accordance with drawings, samples, or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

**FORCE MAJEURE:** LED CONNECTION shall not be liable for any delay or default in delivering products for any reason beyond the reasonable control of LED CONNECTION, including, but not limited to: acts of God, armed conflict or economic dislocation resulting there from; embargoes; shortages of labor, raw materials, fuels, energy, production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fires, floods, and accidents. No liability shall be incurred by LED CONNECTION due to its not filling any order or portion thereof due to any of these or similar circumstances.

**LIMITED WARRANTY POLICY:** LED CONNECTION warrants for the respective Warranty Period, with the limitations below, to the first user that all Products manufactured by LED CONNECTION, when properly installed and maintained under normal service, are free from defect in material and workmanship.

This statement of warranty applies only when the product(s) are installed in applications in which ambient temperatures are within the range of published specified temperatures or the maximum case temperature of the LED driver is not exceeded.

The Warranty Period begins on the date of invoice. Full limited warranty policy available at [www.ledconnection.com](http://www.ledconnection.com).

**OBTAINING WARRANTY SERVICE:** If the defective Product meets the conditions of this warranty policy, Purchaser will: 1) Contact original distributor/place of purchase to verify original purchase and date; 2) Obtain an RMA (Return Merchandise Authorization) number from original distributor/place of purchase; 3) Remove, package, and ship defective Product(s) prepaid to the LED CONNECTION facility designated on the RMA for inspection. Warranty coverage and replacement for defective Product(s) is provided after defective Product(s) has been received by LED CONNECTION by

way of an appropriately completed and submitted RMA and is deemed defective after inspection by LED CONNECTION. LED CONNECTION covers the return shipping costs for RMAs provided that the product is proven defective during inspection.

Additional questions regarding this warranty should be directed to LED CONNECTION Customer Support at [warranty@ledconnection.com](mailto:warranty@ledconnection.com) or by phone at (702) 847-7680.



**LIMITATIONS OF WARRANTY:** This Warranty applies only to Products sold and used in contiguous United States. LED CONNECTION will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of Purchaser, any end user of the Product(s) and/or any third party not engaged by LED CONNECTION; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of LED CONNECTION; use of the Product(s) with products, processes or materials supplied by any end user or third party and not expressly approved in writing; or any other occurrences beyond LED CONNECTION'S reasonable control.

LED CONNECTION also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect, or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to LED CONNECTION upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty.

The Product(s) are not warranted against costs that may be incurred relating to changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third-party components, failures of third party supplied components, or failures of LED CONNECTION supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes.

**EXCLUSIVE REMED:** LED CONNECTION's sole liability under this Warranty is limited to the repair or replacement (at LED CONNECTION's option) of the product or components therein. Under no circumstances will LED CONNECTION be responsible for any other loss or expense whatsoever, including but not limited to charges or claims for labor, lost business, lost time, lost profits, loss of use or any kind of incidental, consequential or punitive damages, however denominated or described.

**EXCLUSION OF ALL OTHER WARRANTIES:** THIS WARRANTY IS IN OTHER LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

If LED CONNECTION desires to examine the Product prior to disposition of any claim, LED CONNECTION will specify a destination to which the claimed defective Product should be shipped, freight prepaid. In any event, the user will not dispose of the claimed defective Product until the claim has been resolved. Upon receipt of the claimed defective Product, LED CONNECTION will undertake such examinations of the Product, as it deems necessary or desirable. If LED CONNECTION concurs that the Product incurred a Defect within the Warranty Period, LED CONNECTION will repair or replace the Product and return it, freight prepaid.

LED CONNECTION may request from the user installation maintenance and repair records related to the claimed defective Product. If such records do not show that appropriate installation, maintenance or repair occurred, or if there are no such records, the claim may be denied. The burden of showing appropriate installation, maintenance and repair is on the user. If the Product reviewed by LED CONNECTION does not meet the requirements of the Warranty, LED CONNECTION will so notify the user and the user will promptly notify LED CONNECTION that either (a) LED CONNECTION is to repair or replace the Product at the user's cost, with the return to the user being freight collect; or (b) that LED CONNECTION is to dispose of the Product at the user's cost.

#### Limitation of Liability

The foregoing limited warranty provides the Purchaser's sole and exclusive remedy relating to LED CONNECTION's products. The total liability of LED CONNECTION on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, LED CONNECTION performance or breach of the foregoing limited warranty or from LED CONNECTION'S sale, delivery resale, repair, or replacement or use of any products or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty specified above. If LED CONNECTION furnishes advice or other assistance which concerns any product, or any system or equipment in which any product may be installed, the furnishing of such advice or assistance shall not subject LED CONNECTION to any liability, whether in contract, warranty, tort (including negligence), or otherwise.

IN NO EVENT SHALL LED CONNECTION BE LIABLE FOR ANY INDIRECT SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR CHARGES, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL COST OF SUBSTITUTE EQUIPMENT, SYSTEMS SERVICES OR PRODUCTS COST OF PURCHASED OR REPLACEMENT POWER DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PRODUCTS OR ANY RELATED EQUIPMENT, SYSTEM OR FACILITY, OR ANY PROPERTY TO WHICH ANY PRODUCT IS AFFIXED, OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING LIMITED WARRANTY OR OBLIGATIONS UNDER SUCH LIMITED WARRANTY. LED CONNECTION reserves the right, at any time and with no advanced notice, to change, terminate, or discontinue any of its products without assuming any obligation to modify any product previously manufactured. LED CONNECTION agrees to support any discontinued products in accordance with LED CONNECTION'S standard warranty.

**GOVERNING LAWS AND FORUM:** This contract shall be governed by and construed according to the laws of the State of Nevada.

**ACCEPTANCE:** All products delivered hereunder shall be deemed accepted by Buyer as conforming to this Agreement, and Buyer shall have no right to revoke any acceptance, unless written notice of the claimed nonconformity is received by Seller within sixty (60) days of delivery thereof. Notwithstanding the foregoing, any use of a product by Buyer, its agents, employees, contractors or licensees, for any purpose after delivery thereof, shall constitute acceptance of that product by Buyer. LED CONNECTION hereby objects to any additional or different terms offered by the Purchaser in its sales order or any other document of Purchaser. Such additional or different terms shall not become a part of any order without the express written consent of LED CONNECTION.

LED Connection reserves the right to change these Terms and Conditions of Sale without notice.