

## SALES TERMS & CONDITIONS

This document details the Terms & Conditions for LED Lighting Inc., LLC, along with its affiliated parties (collectively, "LED"). All products sold by LED (the "Products") are governed by these Terms and Conditions. Products ordered by any customer ("Buyer") from LED or appointed Sales Agencies constitute acceptance of these Terms and Conditions. Buyer's acceptance of the Terms and Conditions will be presumed upon Buyer's submittal of a purchase order. These Terms and Conditions supersede all previous versions and constitute the entire agreement between LED and the Buyer.

### Pricing & Quotations

- For pricing or quotations, contact LED customer service via email at quotes@ledlightinginc.com or phone at (847) 412-4880. All prices are in US Dollars and do not include shipping, handling, taxes, installation, export or custom fees, duties or other fees.
- Unless otherwise stated in writing, all quotations are valid for 30 days. Prices quoted are subject to change once approved drawings are received and reviewed. Prices are subject to change without notice.

### Purchase Orders

- All orders must be placed in writing with LED customer service and must be placed via email to orders@ledlightinginc.com. Company name, purchase order number, the item part numbers and quantities being ordered are required. If a quote was issued by LED, include the quote number on the PO when submitting the order to ensure accuracy. The Buyer will receive a written email acknowledgement from LED once the order has been accepted.
- LED does not guarantee the availability of any Product and reserves the right to discontinue or change the specifications of Products at any time without notice. We reserve the right to change the design of a product in the interest of product development.
- If LED is requested to provide drawings, take-offs, or schematics (collectively referred to as "Supporting Documents") to the Buyer, the Buyer shall bear the responsibility to ensure that all Supporting Documents as well as the measurements, dimensions, layouts, and quantities of Product ordered are correct.
- LED makes every effort to avoid errors on the website, price sheets, spec sheets and other documentation. LED will not accept responsibility for labor costs related to errors of measurements, prices, descriptions, etc.
- The acceptance of a purchase order from a Buyer is expressly made conditional upon Buyer's agreement to the Terms and Conditions stated herein and/or stated on the invoice. In the absence of any written notification to the contrary, and based on the issuance of a purchase order, Buyer shall be deemed to have accepted the Terms and Conditions as stated herein and/or on the invoice.
- We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. We may also require additional verification or information before accepting any order. We will contact you if all or any portion of the order is cancelled or if additional information is required to accept the order. If your order is cancelled after payment received, we will issue a credit either by the charged payment method or to Buyer's account for the amount of the charge.
- Custom orders may require additional production time. If you are under a deadline, please contact us at 847-4880 or cs@ledlightinginc.com to verify production time.
- LED may require a deposit on purchase orders at its discretion. Large quantity orders will require a 50% deposit. All custom/special orders will require a 50% deposit before LED executes on the PO.
- Large quantity and custom/special orders cannot be cancelled or changed once deposit has been received by LED and they are non-returnable (NCNR). Lead-time on custom orders may vary depending on product availability and complexity of the order.
- Additional custom charges may apply under the conditions including: wire leads are in excess of 48"; heavier gauge wire is required to reduce voltage drop.
- All custom lengths of tape light will be rounded up to the nearest foot and charged by the foot.
- Minimum order quantities (MOQ) may apply. Special order fees may apply for non-stock items.
- Standard orders can be cancelled or changed only with written notice to LED and with LED's written consent. Cancellations or changes must be made in writing and sent via email to cs@ledlightinginc.com. Cancellations cannot be made after order has been accepted by LED.

### Payment Terms & Policies

Specific payment terms are indicated on all invoices. All orders with LED are prepaid (payment in advance) unless Buyer has been granted credit terms. Payment terms/dating up to net thirty (30) days from invoice date are available for approved customers. The Buyer's credit limit will be determined at the time payment terms are granted.

Buyers must complete and sign LED's Credit Application as well as LED's Sales Terms and Conditions for their account to be opened. Buyers must also send LED their Blanket Certificate of Resale (signed form CRT-61), which must contain a valid sales tax exemption number for the Buyer's respective state. Purchase orders will not be processed until these completed forms have been received and approved by LED. Completed applications should be emailed to Customer Service at cs@ledlightinginc.com.

All payments can be sent via email, fax, or mailed to the "Remit To" address indicated on the invoice, currently 1555 Barclay Blvd. Buffalo Grove, IL 60089.

LED accepts the following forms of payment: corporate checks, money orders, ACH, wire transfers (wire fees are the responsibility of the payee), and most major credit cards (Visa, MasterCard, American Express and Discover). Credit card payments may be subject to additional fees.

Payments and deposits via check for orders over \$200 will be held until cleared (typically three business days after receipt of check).

Sales taxes may be applied unless we have a tax-exempt form on file.

Past due accounts may be charged a service fee of 1.5% per month. LED may suspend delivery of any order until all past due payments are made. Returned checks (NSF) are the responsibility of the buyer and are subject to a \$50 charge.

Buyer agrees to submit financial information as may be reasonably requested by LED to establish and/or continue credit terms.

### Shipping Dates

Any shipping dates provided by LED are LED estimates only and should not be considered a fixed or guaranteed date. LED shall not be responsible for any damages, penalties or charge backs of any kind resulting from delayed shipments or its inability to ship by the acknowledged date.

### Shipping Terms & Policies

All shipments are F.O.B. Shipping Point.

Full freight allowed ("FFA") on orders over \$500 net if the order is shipped to a single commercial location within the continental United States. This policy excludes express or air shipments and custom/special orders. Orders only qualify for free freight if payment terms are met. LED typically ships via FedEx Ground. If expedited shipments or specific carriers are requested, the request must be in writing and the cost will be the responsibility of the requester. Lift gate charges or extra charges are not included in FFA.

For expedited services (2nd Day Air, Overnight, etc.) orders must be received and confirmed before 11am Central Standard Time for shipment to occur the same day (provided required payment terms have been met). Custom orders are an exception and may require more time to produce. These will ship out via the selected service once the order has been completed.

Items shipping outside the continental US incur additional costs. Buyer will be given a freight estimate when order is processed and notified via email. Actual shipping charges will be provided via email once the order is shipped.

Freight on shipments that meet FFA and are shipped to a commercial location outside the continental U.S. (including Canada, Hawaii or Alaska), are prepaid by LED to a continental U.S. forwarder's warehouse determined by the Buyer and billed to the Buyer and such shipments are the Buyer's responsibility beyond such point (including duties, taxes/customs, and brokerage fees).

Effective: 08/20

LED reserves the right to refuse drop shipment or pick-up orders that are bound for destinations outside the distributor's regular or assigned selling or service area. Drop shipments are subject to additional charges at LED's discretion.

- Special shipping accommodations are available if needed. Buyer will be billed for these services as assessed by the freight company.
- Backorders will be shipped F.O.B. Shipping Point with freight prepaid and allowed via the most cost-effective method, providing the original order met FFA.

LED is not responsible for shipments after they have been accepted by shipping company. Risk of loss and title pass to customer upon delivery to carrier. Buyer must examine all arriving merchandise, note damage on the bill of lading and if necessary, file a damage claim with carrier. We recommend that buyer refuse damaged shipments. LED will not be responsible for carrier neglect or damage by shipping companies.

Any claim for Product shortage must be made in writing to LED customer service within three (3) days after the receipt of the items.

### Warranty Policy Summary

LED warrants to the original Buyer of Product that at the date of sale, the Product (a) conforms to LED's specification and (b) is free from defects in material or workmanship. This warranty expires 5 years from the date of sale for indoor/dry location rated products, excluding color or color changing products. This warranty expires 3 years from the date of sale for damp or wet location rated products as well as for any color or color changing products. For linear LED product sold by the reel, warranty applies to defects in material only and expires 3 years from the date of sale. This warranty is non-transferable.

Claims for defective product must be submitted in writing to LED's Customer Service via emails@ledlightinginc.com and must be made within the warranty period. Buyer will be requested to provide its original bill of sale or such other evidence showing the date of purchase and the identity of Buyer, which LED at its sole discretion may accept or reject. Once LED determines that the Product is eligible for warranty, LED will first issue a Return Merchandise Authorization ("RMA") number and further instructions. Buyer will be required to deliver the affected Product along with bill of sale to LED with its RMA number. Buyer shall prepay all freight, transportation or insurance costs required for the return delivery.

If Product is determined to be eligible under this warranty, LED will correct any failure of the Product or any defect in material or workmanship, with either new or used replacement parts, within a reasonable period of time. Such repair of the Product will be performed at LED's expense, at a location specified by LED, and LED may choose to retain title to all returned parts or Product. If Product is determined to be eligible under this warranty, LED will credit back to the Buyer all freight or transportation costs required for the return delivery. If LED is unable to repair the Product to conform to the warranty after a reasonable number of attempts, LED will provide, at its option, a replacement Product or a prorated refund of the purchase price. Any such proration will be based upon the remaining warranty period (based on the date of sale). All replacement or repaired Product(s) are warranted only for the remainder of the original warranty period.

This warranty does not apply to Products that have been modified, improperly installed, or used in conditions or for purposes other than which are intended. LED does not warrant (a) any product, components or parts not manufactured by or distributed by LED; (b) defects caused by failure to provide a suitable installation and environment for the Product; (c) damage caused by the use of the Product for purposes other than those for which it was intended; (d) damage caused by the unauthorized attachment or modification to the Product;

(e) damage caused by the removal or installation of the Product; (f) damage caused by the authorized repair or attempted repair of the Product; (g) damage caused during shipping; (h) damage caused by acts of God such as fire, flood, wind or lightning; (i) damage caused by force majeure such as war, pollution, earth movement, flood, or nuclear hazard; (j) damage caused by improper installation; (k) damage caused by the misuse of the Product; or (l) product used in wet locations or harsh conditions without factory sealed connections.

In no event will LED be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort or any other legal theories. Damages that LED will not be responsible for include, but are not limited to: Loss of profits; loss of facilities or services; labor charges; downtime; the claims of third parties, including buyer; and / or the injury to person or property.

LED reserves the right to provide warranty replacement with suitable substitutes that do not adversely affect the soundness or quality of the product.

This warranty is understood to be the complete and exclusive warranty, superseding all oral or written prior representations or warranties and all other communications. No employee or agent of LED or any other party is authorized to make any warranty in addition to those made in this warranty.

### Return Policy

- Product is not returnable without the written consent of LED. Returned goods require a RMA number. Unless defective, returns are subject to a minimum restocking charge of 25%. Unsaleable Product will not be accepted for return. Custom Products or Products deemed to be unsaleable may not be returned. Shipping and handling charges are non-refundable.
- All returned goods must be received by LED in excellent, resalable condition and packaged in the original packaging with all inside packing intact. LED is not responsible for damages incurred during shipping. Products will be inspected upon return and any service or repair needed to place them in resalable condition will be charged and added to the restocking charge. The 25% restocking charge on Product will be deducted from all credits issued on authorized Product returns. Returns are for credit or exchange only.
- A Buyer must contact LED and submit a completed RMA request form within thirty (30) days from the date of sale. RMA request forms are available from customer service. Completed RMA request forms must be sent via email to cs@ledlightinginc.com. LED will not accept returns without prior authorization and the appropriate RMA number. Product returned without authorization may be refused or returned at shipper's expense. Note that no returns on custom orders or discontinued items are accepted.
- Once issued, RMA numbers are valid for thirty (30) days within which time returned Products must be received by LED. The RMA number must be prominently displayed on the shipping label for the returned product. The Buyer must send LED a copy of the invoice marked "Returned for Credit".
- Except for cases when the return is due to a manufacturer's defect, the Buyer is responsible for shipping the product to LED and covering the shipping costs. All freight, transportation or insurance costs required for the return delivery must be prepaid. These costs are non-refundable in most cases. If the return of goods is made necessary through any fault of LED and written permission is granted for its return, LED will give credit including transportation charges if returned per instructions on the RGA.
- Product refunds will appear as a credit on your billing statement.
- All replacements for defective units will be billed. Credit for defective units will be given only if defective units are 1) returned to LED within 30 days of receipt of replacements and 2) inspected and approved as defective by LED.

### Amendments, Confidentiality & Governing Law

- LED may amend or update the terms and conditions in this document at any time and without notice.
- Unless otherwise disclosed by LED, the pricing and terms and conditions of the policies within this document (LED Lighting Sales Terms & Conditions) are confidential and may not be disclosed by the Buyer.
- Any dispute concerning LED shall be governed by and construed in accordance with the laws of the State of Illinois. Each of the parties agrees to exclusive venue and jurisdiction in courts in the State of Illinois.