

2186 Liberty Drive, Niagara Falls, NY 14304

LED Linear USA, Inc. ~ Terms & Conditions

TERMS

- All orders require a 50% deposit be paid at time of order, with the balance being due at time of shipment.
- Net 30 day terms are available, upon credit check approval.
- Payments are to be made in US funds, payable to LED Linear USA, Inc. via check or wire transfer.
- Bank details for wiring funds:
 - Bank: M&T Bank*
 - Account #: 9863704236*
 - Swift Code: MANTUS33*
 - Beneficiary Name: LED Linear USA, Inc.*
 - ABA or Transit #: 022000046*

ORDERING PROCEDURE

- To avoid error and/or duplication LED Linear USA, Inc requires all orders in writing submitted via email. Telephone or verbal orders will not be accepted or processed.
- Orders will be accepted and processed when the following conditions are met: 1) purchase order is complete in specifying all required fixture component details, such as color temperature, length, etc; 2) purchasers credit is approved or deposit payment has been received.
- LED Linear USA, Inc reserves the right to alter, change or discontinue any products listed in publications or on its website without notice.

CANCELLATIONS / CHANGES

- LED Linear product orders cannot be cancelled or changed without penalty once an order has been put into production without written approval by LED Linear USA, Inc.
- Orders for custom or modified products may not be cancelled or changed.
- Material authorized for return will be subject to a 25% restocking fee.

SAMPLE & MARKETING MATERIAL POLICY

- Agents must maintain a sample inventory that reflects the current product offerings and capabilities of LED Linear products, as well as an appropriate inventory of marketing materials such as catalogues & brochures when available.
- Sample fixtures are available for purchase, with a sample discount of 30% and 90 day payable terms. A credit memo for the value equivalent to 2% of net project sales will be issued quarterly, to be applied sample purchases only.

FREIGHT POLICY

- All shipments of orders \$5000.00 or greater are freight allowed from Niagara Falls, NY, based on standard UPS ground rates.
- Costs for expedited shipping or any other method beyond standard UPS ground are the responsibility of the purchaser.
- All freight and freight-related charges for orders less than \$5000.00 are the responsibility of the purchaser and must be paid on own account.
- All claims for damaged or lost-in-transit material must be made directly with the carrier immediately upon receipt of shipment.
- LED Linear USA, Inc. is not responsible for any invoices, charges, fees etc related to shipping if the method of shipping has been coordinated or arranged by anyone not employed by LED Linear USA, Inc.

TERRITORY VISITS

- All transportation and accommodation costs will be responsibility of LED Linear USA, Inc.
- Food and beverage costs (lunch & learns etc) are to be shared equally between LED Linear USA, Inc and the local partner.
- Follow up of client meetings during visits must be done in a timely manner.

WARRANTY

- Interior LED Linear applications offer a standard 7 year warranty
- Exterior LED Linear applications offer a standard 3 year warranty
- Extended 5 year warranty is available under special conditions
- Under no circumstances will LED Linear USA, Inc. accept any claim for labour, installation or penalty charges for product problems or the misapplication of products, without prior written consent