



Custom Illumination Solutions

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UPDATED SPECS
BEFORE YOU
COMPLETE ORDER!

LED Lighting Inc. Terms and Conditions

Welcome to the LED Lighting Inc. website (the "Site"). Led Lighting Inc. provides services to you subject to the notices, terms, and conditions set forth in this agreement (the "Agreement"). We reserve the right to change this Site and these terms and conditions at any time.

***Entering the Site will constitute your acceptance of these Terms and Conditions. If you do not agree to abide by these terms, please do not enter the Site.*

LED LIGHTING SALES TERMS & CONDITIONS

This document details the LED Lighting, Inc. ("LLI") Terms & Conditions for retailers, dealers and other resellers (collectively referred to as "Sales Partners") who sell products supplied by LLI (the "Products").

Pricing & Quotations

Contact your local sales representative or LLI customer service for the current price list. All prices are list prices and do not include shipping, handling, additional custom fabrication charges, installation or taxes. All prices are subject to change without notice.

For quotations, please call 847-412-4880 or email sales@ledlightinginc.com

Payment Terms & Policies

Sales Partners must complete and sign LLI's Credit Application as well as LLI's Sales Terms and Conditions for their account to be opened. Sales Partners must also send LLI their Blanket Certificate of Resale (signed form CRT-61), which must contain a valid sales tax exemption number for the Sales Partner's respective state. Purchase orders will not be processed until these completed forms have been received and approved by LLI.

Specific payment terms are indicated on all invoices. Typically, payment terms/dating are net thirty (30) days from invoice date for approved customers. Sales Partners will be on pre-pay (payment in advance) terms until they are granted net 30 terms.

The Sales Partner's credit limit will be determined at the time payment terms are granted.

All payments can be remitted to the address indicated on the invoice, currently 1555 Barclay Blvd. Buffalo Grove, IL 60089.

LLI accepts the following forms of payment:

Credit cards (Visa, MasterCard, American Express and Discover).

Corporate checks, money orders, ACH and wire transfers (wire fees are the responsibility of the payee).

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

Sales taxes will be applied to all orders being shipped to an Illinois address at the rate of 8%, unless we have a tax-exempt form on file.

Past due accounts shall be charged a service fee of 1.5% per month or the maximum legal rate of interest, whichever is less. LLI may suspend delivery of any order until any past due payments are made.

Sales Partner agrees to submit financial information as may be reasonably requested by LLI to establish and/or continue credit terms. LLI will verify references, status with D & B, and the BBB. LLI, at any time, may change credit limits or cease credit to a Sales Partner.

Purchase Orders

All orders must be placed in writing with an authorized LLI sales representative or our order department. We will need the company name, a purchase order number (if applicable), the item numbers and quantities being ordered. If a quote is issued by LLI the quote number is required when submitting the order to LLI to ensure accuracy. The Sales Partner will receive a written acknowledgement from LLI once the order has been accepted.

LLI does not guarantee the availability of any Products 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 an ongoing effort to improve our quality and design.

We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in an order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information or problems identified by our credit and fraud avoidance department. 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 canceled. Additional information is required to accept the order. If your order is canceled after payment received, we will issue a credit by the charged payment method for the amount of the charge.

We will make every effort to ship in stock orders within 2 business days. If an item is out of stock and will not be available within this time frame, we will notify you of the delay via email or phone. Custom orders could delay shipment within the above time frame. If you are under a deadline please contact us at 847-412-4880 or cs@ledlightinginc.com to verify production time.

LLI may require a deposit on purchase orders at its discretion.

Additional custom charges may apply if: more than one cut per foot is required; wire leads in excess of 60" are required; heavier gauge wire is required to reduce voltage drop. All custom lengths of tape light will be charged by the foot.

All custom/special orders require a deposit to be placed and require a signed submittal sheet. Custom/special orders cannot be cancelled or changed once received by LLI and they are non-returnable (NCNR). Unless otherwise discussed, lead-time on custom orders may vary depending on product availability and complexity of the order.

A minimum order fee of \$10 applies for purchase orders under \$100. Minimum order quantities (MOQ) may apply.

Orders can be cancelled or changed only with written notice to LLI and with LLI's written consent. Cancellations or changes must be sent via email to cs@ledlightinginc.com or fax to 847-412-4881. Cancellations cannot be made after orders have been shipped.

Shipping Terms & Policies

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 air shipments and custom/special orders. No freight allowed on orders drop shipped to a residence. Orders only qualify for free freight if payment terms are met. LLI 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.

For expedited services (2nd Day Air, Overnight etc.) orders must be placed before 11am Central Standard Time for expedited shipment to occur the same day. Custom orders are an exception as they 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. Customers 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 in Canada, Alaska or Hawaii are prepaid by LLI to a continental U.S. forwarder's warehouse determined by the Sales Partner and billed to the Sales Partner and such shipments are the Sales Partner's responsibility beyond such point (including duties, taxes/customs/tariffs, and brokerage fees).

LLI 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 LLI's discretion.

Special shipping accommodations are available if needed. Customers will be billed for these services as assessed by the freight company.

Backorders that are the responsibility of LLI will be shipped F.O.B. Shipping Point with freight prepaid, providing the original order qualified for free freight.

LLI is not responsible for shipments after they have been accepted by shipping company. Risk of loss and title pass to the customer upon our delivery to the carrier. Customers must examine all arriving merchandise, note visible damage on the bill of lading and if necessary, file a damage claim with the carrier. Customers should refuse damaged shipments.

Return Policy

Product is not returnable without the written consent of LLI. Returned goods require a Return Merchandise Authorization ("RMA") number. Unless defective, are subject to a minimum restocking charge of 25%. Shipping and handling charges are non-refundable.



A Sales Partner may offer to its end-user customers a return option. Returns must be requested from the Sales Partner within thirty (30) days after a customer's order placement. Note that no returns on custom orders or discontinued items are accepted.

A Sales Partner must contact LLI and submit a completed RMA request form within thirty (30) days of receipt of the order. RMA request forms are available from customer service. Please send completed RMA request forms via email to cs@ledlightinginc.com or fax to 847-412-4881. LLI 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.

Once issued, RMA numbers are valid for thirty (30) days within which time returned Products must be received by LLI. The RMA number must be prominently displayed on the shipping label for the returned product. The Sales Partner must send LLI a copy of the invoice marked "Returned for Credit".

All returned goods must be in excellent, resalable condition and packaged in the original carton with all inside packing intact. Products will be inspected upon return and any service or repair needed to place them to resalable condition charged and added to the restocking charge. A 25% restocking charge may apply.

The Sales Partner maybe responsible for shipping the product to LLI and covering any shipping costs. All freight, transportation or insurance costs required for the return delivery must be prepaid. These costs are non-refundable.

Product refunds will appear as a credit on your billing statement.

Additional Notes:

LLI reserves the right to not accept returns of any unsold Products from its Sales Partners.

Defective units must be returned or the Sales Partner will be billed for the cost of the replacements.

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UPDATED SPECS
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Warranty Policy Summary

The duration and terms of our warranty varies by product. Please refer to the back of our catalog for details.

LLI warrants to the original purchaser of Product ("Purchaser") that at the date of sale, the Product (a) conforms to LLI's published specification and (b) is free from defects in material or workmanship. In general, this warranty expires five (5) years from the date of sale and is non-transferable. The warranty becomes effective from the end-user's date of purchase, so we encourage our Sales Partners to maintain accurate sales records. Product warranty remedies are available only to an authorized Sales Partner.

Purchaser will be requested to provide its original bill of sale or such other evidence showing the date of purchase and the identity of Purchaser, which LLI may accept or reject at its sole discretion.

If Product is determined to be warranty-eligible, LLI will correct any failure of the Product to conform to specifications 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 LLI's expense and LLI shall retain title to all replaced parts or Product. All warranty service will be performed at service centers designated by LLI. If LLI is unable to repair the Product to conform to the warranty after a reasonable number of attempts, LLI will provide, at its option, a replacement Product or a prorated refund of the purchase price. Any such proration will be based upon the length of time of use by Purchaser. LLI is not responsible for any labor charges incurred with warranty replacement.

All replacement or repaired Product(s) are warranted only for the remainder of the original warranty period.

LLI does not offer, nor will we honor, any extended warranties offered through our Sales Partners.

If a Sales Partner sells a refurbished or pre-owned product, LLI will not honor any warranties on these products.

For a full description of LLI's Warranty policy, please request it from customer service or visit our website at www.ledlightinginc.com/custom-LED-lights/warranty.

Minimum Advertised Price Policy Summary

LLI has implemented this Minimum Advertised Price ("MAP") policy in the U.S. and Canada. The MAP policy is applicable to all Sales Partners purchasing Product for resale to end-users.

Sales Partners may not advertise any of LLI's products nor any of its item numbers (regardless of whether or not LLI's name is used in the advertisement) for a net price less than (10%) below LLI Lighting's published list price.

Failure to comply with this policy will subject the Sales Partner to the suspension of their active account status or the loss of Authorized Distributor status.

This MAP policy applies to any Sales Partner's advertisements of any type including, but not limited to: World Wide Web or Internet sites or advertisements, e-mail/social networking promotions or offers, automated replies to price inquiries, periodical or newspaper advertisements and any representations of any of LLI's products or item numbers with any associated price or referenced price that has the likelihood of receiving a broad distribution or exposure.

This MAP policy does not apply to any LLI product that has been discontinued by LLI and that is no longer represented in any current LLI product catalog. This policy statement supersedes all prior policy statements on this subject.

The MAP policy includes the Sales Partner's hosted web store as well as third-party web stores. Sales Partners must provide LLI a list of all URLs where Products are being sold online. Sales Partners must not advertise or sell Products on marketplace sites.

LLI reserves the right to offer a unilateral sale for a limited set period of time that would offer additional discounting opportunities in its sole and unfettered discretion.

This policy is established by LLI and may be adjusted by LLI at its sole discretion. Thirty (30) days advance notice will be given on any changes before they are deemed applicable.

For a full description of LLI's MAP policy, please request it from customer service or visit our website.

Amendments, Confidentiality & Governing Law

LLI may amend or update the terms and conditions in this document at any time and without notice. For most updated version refer to ledlightinginc.com/custom-LED-lights/terms-and-conditions, website version supersedes all other versions.

Unless otherwise disclosed by LLI, the terms and conditions of the policies within this document (LED Lighting Sales Terms & Conditions) are confidential and may not be disclosed by the Sales Partner.

Any dispute concerning LLI shall be governed by and construed in accordance with the laws of the State of Illinois. Each of our the parties agrees to exclusive venue and jurisdiction in courts in the State of Illinois.

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About Us

This Site is operated by LED Lighting Inc. We are a company incorporated in Illinois and our principal place of business is located at 1555 Barclay Blvd. Buffalo Grove, IL 60089 USA.

Security Statement

Led Lighting Inc. checkout process is protected with Secure Sockets Layer (SSL), the standard for encrypted commercial transactions throughout the Internet. SSL encrypts all personal information, including your name and credit card number, so that this information cannot be read as it travels through the Internet.

Use of Site

You represent and warrant that you are at least 18 years old or visiting the Site under the supervision of a parent or guardian.

Subject to the terms and conditions of this Agreement, we hereby grant you a limited, revocable, non-transferable and non-exclusive license to access and use the Site by displaying it on your internet browser only for the purpose of shopping terms sold on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by us in advance. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

We may assign you a password and account identification to enable you to access and use certain portions of this Site. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with the terms and conditions of this Agreement, and we have no obligation to investigate the authorization or source of any such access or use of the Site. **YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY ASSIGNED TO YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.** You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. You shall immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security.

Intellectual Property

All text, graphics, button icons, images, audio clips, and software (collectively, "Content"), belongs exclusively to LED Lighting Inc.

Privacy Policy

Please review our Privacy Policy, which also governs your visit to this Site, to understand our practices. [Privacy Policy](#)

Caution Regarding Forward-Looking Statements In accordance with the Private Securities Litigation Reform Act of 1995, the Company notes that this website contains statements that look forward in time, which include everything other than historical information. Forward-looking statements are based on current expectations at the time the statement was prepared and are subject to risks and uncertainties that may cause actual results to differ materially from those indicated by the forward-looking statements. Examples of forward-looking statements include, but are not limited to: (i) projections of revenues, income or loss, earnings per share, capital expenditures, capital structure and other financial items; (ii) statements of the plans and objectives of the Company or its management or board of directors, including the introduction of new products or predictions of actions by customers, suppliers or competitors; (iii) statements of future economic performance; and (iv) statements of assumptions underlying other statements about the Company and its business. Factors that could cause the Company's actual results to differ include, among others, possible delays in achieving or failure to achieve technology breakthroughs necessary for product improvements and new products; possible delays in or failure to achieve yield improvements and lower unit product costs; concentration of accounts in a few major customers; price competition; availability of government funding for research contracts; and other factors discussed in the Company's filings with the Securities and Exchange Commission.

Errors, Inaccuracies, and Omissions

Occasionally there may be information on our Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice (including after you have submitted your order).

Colors

We have made every effort to display as accurately as possible the colors of our products that appear at the Sites. We cannot guarantee that your computer monitor's display of any color will be accurate.

Contact [LED Lighting Inc.](#) for creative, energy-efficient LED Lighting solutions. LED Lighting Inc., the future of lighting.

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