



TERMS AND CONDITIONS OF SALE

These terms and conditions govern the sale of products ("Products") by ZLEDLighting. ("Seller") and the purchase of Products by the customer ("Customer"). These Terms and Conditions of Sale ("Agreement") supersede Customer's additional or different terms and conditions to which notice of objection is hereby given and deemed null and void. Acceptance by Customer is limited to the terms and conditions herein. Neither Seller's commencement of performance nor delivery shall be deemed or constituted as acceptance of Customer's additional or different terms and conditions.

1. Orders.

All purchase orders placed with Seller must be submitted and confirmed by ZLEDLighting, LLC., no verbal orders allowed. All orders must include quantities and complete part numbers and a description of Products being purchased. All purchase orders need to reference a ZLEDLighting quote. Orders will be binding upon Seller when received and accepted by Seller.

2. Prices.

(a) The prices of the Products are those specified on the purchase order, if no price is so specified, the prices are as quoted by Seller. Prices that are not as quoted or published will result in a rejection of the purchase order, and the entire order will not be processed. Price quotations expire in 30 days, prices are subject to change without notice.

(b) Unless otherwise expressly agreed to in writing by Seller: (i) price quotations do not include taxes, shipping or other incidental expenditures of Seller; (ii) price quotations shall automatically expire thirty (30) calendar days from the date issued and may be canceled or amended within that period upon written notice to Customer; and (iii) price quotations are exclusive of transportation and insurance costs, and all taxes including federal, State and local use, sales, property (ad valorem) and similar taxes. Customer agrees to pay these taxes (except taxes upon Seller's net income) unless Customer has provided Seller with an exemption resale certificate in the appropriate form for the jurisdiction of Customer's place of business and any jurisdiction to which Product is to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes. Customer agrees to indemnify and hold harmless Seller for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. **Seller reserves the right to modify pricing to reflect changes in duties, tariffs, border adjustment taxes, and fees whether foreign or domestic at any time following the date of this quotation.** When applicable, transportation and taxes shall appear as separate line items on sellers' invoice. Many of our products are custom manufactured, therefore minimum order quantities (MOQ) may apply.

3. Payment.

(a) All new ZLEDLighting customers are required to pay-in-advance on their first order. Sample and accommodation orders do not qualify as a first order.



- (b) Upon credit approval, payment shall be due thirty (30) days after the date of the invoice
- (c) To be considered for Net 30 terms, a credit application must be completed and submitted for approval by ZLEDLighting LLC. ZLEDLighting extends credit as an accommodation to credit worthy customers, the privilege can be revoked at any time at ZLEDLighting's sole discretion.
- (d) ZLEDLighting accepts credit card payments with a 3% service fee added to purchase amount, a credit card authorization form is required to be completed before processing any order.
- (e) All payments past due shall be charged interest computed daily on the outstanding amount on a compounded basis from the due date until paid in full at the rate of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law, whichever is less.
- (f) Seller shall have a security interest in the Products delivered to Customer, and in their accessories, replacements, accessions, proceeds and products, including accounts receivable (collectively, the "Collateral") to secure payment of all amounts due under this Agreement. If Customer fails to pay any amount when due, Seller shall have the right to repossess and remove all or any part of the Collateral from Customer, but not from Customer's customers. Any repossession or removal shall be without prejudice to any other remedy of Seller hereunder, at law or in equity. Customer (at its cost) agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect and enforce this security interest.

4. Delivery and Shipments

- (a) Product in stock will be shipped within 1-2 business days after receipt of an existing Customer's purchase order. Credit hold or other account issues will delay the processing of any order. Pay in advance customer's orders will be processed after payment in full is received by ZLEDLighting. Copies of checks are not acceptable for payment of order.

Seller shall not be liable for any delays, loss or damage in transit.

- (b) All shipments will be made F.O.B. Seller's facility at Mt. Laurel, NJ or our designated factory (the "Delivery Point"). Delivery will be deemed complete and risk of loss or damage to the Products will pass to Customer upon delivery of Products at the Delivery Point.
- (c) Unless otherwise expressly agreed to in writing by the parties, Seller shall deliver the Products to the Delivery Point using Seller's standard methods for packaging and shipping such Products. Any special handling will be an additional cost, regardless of order size.
- (d) All shipments shall be freight collect, except for orders of **\$1500.00 for 'Corns and retrofit kits', and \$2500.00 for 'Fixtures', as defined by ZLEDLighting**, or more in the continental U.S. which shall be freight prepaid. The carrier will be selected by Seller in the absence of specific instructions by Customer. In no event shall Seller be liable for any delay in delivery, nor shall the carrier be deemed an agent of Seller. All custom orders (made to order or modified standard product are FOB from Mt. Laurel or any designated factory, there is no prepaid freight for these products.
- (e) All claims for loss, mis-shipment, or damage shall be filed by Customer with the carrier within five (5) days from the date of delivery. No signature shall be provided until a delivery agent has noted



the extent of the damage on the delivery form which the agent then shall present for signature. In the case of concealed damage, Customer shall request from the carrier inspection of the damage promptly and no later than five (5) days from the date of delivery.

(f) For all orders placed outside the continental U.S., Customer shall make a wire transfer payment. Seller shall not be responsible for wire transfer fees. There is no 'free' freight on international orders, seller MUST supply ZLEDLighting with their freight forwarder contact, and shippers account information.

5. Acceptance.

The Products shall be deemed accepted by Customer unless notice of defect is received by Seller within fifteen (15) days of shipping thereof and the Product is returned to Seller Limited Warranty.

6. Returns.

Returns are permitted on all regularly stocked ZLED products. All special-order product, such as 480v Corns and Fixtures, modified products such as Lineflex, Neon, and LED tape are non-returnable. All permitted returns are subject to a 25% restocking fee and return freight paid by the purchaser. A request for an RGA must be sent in writing to ZLED and an RGA must be authorized before any items are shipped back to ZLED. No items will be considered for an RGA that are older than 60 days after they were originally shipped from ZLED or one of our factories.

7. Warranty.

This warranty sets forth the full extent of ZLEDLighting's responsibility. Repair replacement, or refund of the original purchase is the exclusive remedy. This warranty is provided in lieu of all other express warranties. All other warranties (expressed or implied), including (without limitation) implied warranties of merchantability and fitness for a particular purpose, are specifically excluded. In no event shall ZLEDLighting be liable for damages in excess of the purchase price of the product, for any loss of use, loss of time, inconvenience, commercial loss, lost products, or savings or other incidental, special, or consequential damages arising out of the installation, use, or inability to use such product, to the full extent such may be disclaimed by law. Non-warranty replacement parts will have an extended warranty period of 90 days after shipment from ZLEDLighting. There will be no deviation or modification of the above, unless stated in writing by an officer of ZLEDLighting within sixty (60) days of shipping.

(a) Items Not Covered by Warranty:

- Defects or damage from misuse, accident, or neglect.
- Defects from customer's improper installation and modification
- Defects or damage due to lightning or other electrical discharge.
- Product being disassembled or repaired by the customer or any third party appointed by the customer in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.
- Modification, abuse, or tampering with the product.
- ZLEDLighting does not warrant the installation, maintenance, or service of the product.

This warranty does not include service, labor, or consequential damage charges connected with the determination or replacement of defective parts or the operation of the equipment.



Freight charges to and from shall be at the purchaser's expense, ZLED Lighting will not be responsible for any labor charges at any time for any reason.

ZLED Lighting will inspect returned product and will determine at its sole discretion the cause, if any, of the defects.

Warranty claims will not be processed if the purchaser's account is not in compliance with our payment terms as outlined above.

8. Governing Law.

The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the laws of the State of New Jersey.

9. Force Majeure.

Except for the payment of money and notices, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is principally caused by fire, flood, explosion, war, strike, embargo, terrorism, government requirement, civil or military authority, act of god, act or omission of carriers or other similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform ("Delayed Party") shall give immediate notice to the other party ("Affected Party"), and the Affected Party, upon giving prompt notice to the Delayed Party, shall be excused from performance under this Agreement for the duration of the force majeure condition, provided, however, that the Affected Party shall take all reasonable steps and cooperate with the Delayed Party to avoid or remove the cause of non-performance and shall resume performance promptly hereunder when the cause is removed; and provided further that if the Delayed Party cannot within sixty (60) days remove the cause of nonperformance, the Affected Party may terminate this Agreement.

10. Non-Waiver.

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition.

11. Entire Agreement.

This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement and shall not be modified or rescinded, except by a writing signed by Seller and Customer. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

12. Customer's Agreement to Defend.

Customer shall defend and protect, and hold harmless Seller from and against any claims, demands, actions or causes of action, damages, costs and expenses, including reasonable attorneys' fees (the "Claims") arising either (i) out of or related to the sale or distribution of the Products that are not maintained and operated in accordance with the recommended procedures; or (ii) out of or related to



the sale or distribution of the Products that are supplied to Customer according to Customer's specifications or instructions.

13. Notice of Malfunction or Accident.

(a) Customer shall notify Seller promptly in writing within thirty (30) days of any malfunction or accident involving the products which result in personal injury or property damage and shall cooperate fully with Seller in investigating and determining the cause of such accident or malfunction.

(b) In the event Customer fails to give to Seller such notice described in subsection (a) above, Customer shall defend and protect, and hold harmless Seller from and against any Claims.

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