



GEN LED
LIGHTING

WWW.GENERALLEDD.COM

Terms and Conditions of Sale

ACCEPTANCE/GOVERNING TERMS:

These Terms and Conditions of Sale (Agreement) shall apply to all sale of products by General LED.

TERMS OF PAYMENT:

Terms of payment to General LED shall be NET 30 days. A service charge of 1.5% per month will be charged by General LED or its authorized collection agency on any customer balance past due at the end of the month following the month of billing. Should it become necessary for General LED to institute formal collection proceedings to collect any past due amounts from the customer, General LED shall be entitled to recover its attorney's fees and other costs associated with the proceedings. Notwithstanding the acceptance of any order, General LED reserves the right not to ship material to any customer who is delinquent in payment to General LED or, who in the sole opinion of General LED, may be unable to meet its payment obligations to General LED.

FREIGHT TERMS:

All shipments will be made by carrier selected by shipper. Shipping and handling charges will be added to the invoice.

DIRECT SHIPMENTS:

General LED reserves the right to refuse the request of any distributor to make direct shipments of product to any destination inside or outside the regular or assigned sales and service area of the distributor.

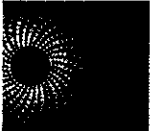
MERCHANDISE AND CLAIM TERMS:

Sales of products will be FOB factory. Title to all products shall pass to customers upon execution of a bill of lading or tender of to carrier's agent or customer's agent, whichever shall first occur. All claims for loss or damage in transit must be made by consignee to carrier within 30 days.

Shipping dates are approximate and are based on conditions existing at time of receipt of customers firm order and full information. General LED will in good faith endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage resulting there from.

RETURN MERCHANDISE TERMS:

No merchandise may be returned by customer without prior written authorization in the form of a Return Merchandise Authorization (RMA), which has been issued by General LED expressly for the merchandise to be returned. This RMA will be issued at the sole discretion of General LED and must be requested by the customer within 30 days after the original shipment date. All returns will be subject to a minimum 35% restocking and factory inspection charge, and a deduction will be made for the freight expense of the original shipment. This minimum charge will be based on the condition that factory inspection reveals that all material is in original factory condition. Damages due to alterations, abuse, modifications, improper installation, or improper operating conditions or environmental damage are not covered by warranty, and resulting repair will increase



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the above minimum restocking charge. Merchandise accepted for return must be shipped pre-paid to the factory or other destination as specified by General LED. All returned material must be packaged with proper and sufficient packing material as to prevent damage in transit. Any damage as a result of insufficient packaging and not covered by carrier shall be charged back to the distributor.

Material found to be damaged in transit:

A claim form must be filed with the driver of the carrier on receipt of damaged cartons. Follow directions of carrier as to retention of shipping boxes, etc. and notify General LED immediately.

ORDER CANCELLATION TERMS:

General LED will accept order cancellations from customers only if the cancellations are sent to General LED in writing, and received prior to shipment of order affected. Verbal order cancellations will not be accepted. Cancellation charges to be applied shall not be less than 10% of the order and shall be subject to increase based on costs incurred by General LED including but not limited to labor, material, set-up and transportations charges. All costs for warehousing and freight on orders cancelled after shipment and/or refusal at destination will be charged to the customer.

MINIMUM ORDER:
Minimum order is \$250.00.

PRICING:
Prices are subject to change without notice. General LED will ship merchandise at prices prevailing at the time of shipment. Prices are exclusive of sales, use excise or similar taxes unless otherwise noted.

SPECIFICATIONS:
General LED in no way, express or implied, accepts responsibility for voltage determination. General LED shall not be responsible for quotations of prices or specifications concerning non-catalogued products unless General LED confirms this to the customer in writing. Catalogue items are those listed in General LED's current price sheets. Dimensions and fixtures are subject to change without notice. Unless specifically agreed to by General LED in writing, we do not warrant compliance of our products with individual project specifications.

CHANGES IN PRODUCT DESIGN:
General LED reserves the right to change, discontinue, or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.