

## TECHOLED TERMS AND CONDITIONS

**ORDERS:** All orders are subject to acceptance by the seller herein, TECHOLED LLC ("TechoLED") which is conditioned on the acceptance by the buyer herein ("Buyer") of these terms and conditions ("Terms"). The Buyer shall accept the Terms by accepting the order or invoice in writing upon which these terms and conditions are printed or accepting Products shipped. All telephone orders will be binding on the Buyer and subject to the Terms. References to "Products" herein are intended to refer to fixtures and other goods sold by TechoLED.

**PRICES:** Prices for Products shall be invoiced at the same price as the TechoLED price prevailing at the time the order is taken.

**TAXES:** All taxes, duties, imposts, fees, or any charges from any governmental body which shall be levied, imposed on, or increased by any governmental authority, on any unshipped portion of the Products, or on the purchase, sale, holding for sale, distribution or transportation of any Products, shall be added to the purchase price of the Products and reimbursed by the Buyer to TechoLED, if at any time paid or borne by TechoLED or collected for the purpose of paying any taxing authority.

**CANCELLATION:** A request to cancel an order, which has been entered into the TechoLED order system, must be made in writing and received at least three (3) business days prior to the requested ship date, and is subject to prior approval by TechoLED.

**DELIVERY:** TechoLED shall arrange for the delivery of its Products by a third-party carrier to a truck off-loading location on the Buyer's premises as the Buyer may direct or use other means of delivery as TechoLED may reasonably select. TechoLED shall not be liable for any failure to deliver if the failure is occasioned by fire, embargo, strike, or inability to secure materials, or any other circumstances beyond the control of TechoLED which shall hinder performance of any agreement by TechoLED. TechoLED shall have no delivery obligations other than to arrange for delivery of its Products by a third-party carrier to a truck off-loading location designated by the Buyer or such other means as TechoLED shall reasonably select. Freight is allowed for one standard delivery, Monday – Friday 9:00am-5:00pm, with liftgate.

**LOSS OR DAMAGE IN TRANSIT:** TechoLED shall not be responsible for Products lost or damaged in transit. The Buyer will be responsible for checking the shipment upon delivery for total product count and condition. ANY EVIDENCE OF DAMAGE TO Products MUST BE NOTED ON THE CARRIER'S DELIVERY RECEIPT. This must be immediately reported to the TechoLED Accounts Receivable and Shipping Departments and to the carrier's local office, followed by a written notice within fourteen (14) business days from the date of invoice, providing in writing the TechoLED invoice number, order number, and an itemization of all damages to the Products. Incomplete claims or claims filed more than fourteen (14) business days after the TechoLED invoice date will not be accepted and no credit will be given. The Buyer shall further provide its claims number(s), if any, when reporting damage to Products.