



1. OVERVIEW

- 1.1. The Purchaser agrees to purchase and LED Source, LLC (hereinafter "LED Source, LLC") agrees to sell the Goods and/or Services described on the signed estimate(s) and invoice(s) or on any document transmitted to the Purchaser herewith, subject to the following terms and conditions.
- 1.2. These terms and conditions constitute the entire agreement between the parties and there are no understandings, representations or warranties of any kind, expressed or implied, not specifically set forth herein.
- 1.3. The Purchaser agrees these terms and conditions shall control as to any order accepted by LED Source, LLC, notwithstanding any terms and conditions that may be contained in any purchase order or other document of Purchaser, and LED Source, LLC's acceptance of any order is expressly made conditional on Purchaser's assent to such terms and conditions.
- 1.4. Such terms and conditions can be changed, modified, superseded or otherwise altered by LED Source, LLC.

2. PRICES AND QUOTATIONS

- 2.1. Quotations are per LED Source, LLC Bill of Materials only.
- 2.2. Budget estimates and other preliminary pricing information do not constitute an offer nor impose any responsibility or liability on LED Source, LLC.
- 2.3. All prices are F.O.B. Orlando FL USA in U.S. Dollars, and do not include any taxes, export and customs fees, duties, or other charges.
- 2.4. Additions to orders already processed shall be considered separate orders and shall be priced accordingly.
- 2.5. Unless otherwise stated in the quotation, prices issued by a written standard quotation are firm for 30-days from date of quotation. Purchase orders received and acknowledged within this 30-day period will be price protected for shipment(s) within 90-days from the date of the order.
- 2.6. The prices shown in LED Source, LLC price list or in any order acknowledgment are prices prevailing at the present time. LED Source, LLC reserves the right to change such prices at any future date. Unless otherwise provided in writing, orders will be billed at prices prevailing at time of shipment.
- 2.7. Federal, state, local taxes and assessments, duties and other charges, including but not limited to International tariffs and duties are the responsibility of the Purchaser. Sales tax may be charged unless the Purchaser provides a sales tax exemption certificate at time of the order.
- 2.8. Possession of a price list is not in itself an offer to sell.

3. PURCHASE ORDERS

- 3.1. LED Source, LLC shall provide the products and quantities as defined and substantiated in either a signed Submittal Package(s) and or an EBP (Engineering Build Package) returned to LED Source, LLC. As such LED Source, LLC is not responsible for the accuracy or conformance to any plans and/or specifications, code compliance and/or system(s) integrity, known or un-known to LED Source, LLC.
- 3.2. The receipt of the Purchaser's purchase order does not imply acceptance of all the terms and conditions of Purchaser's purchase order. The acceptance of Purchaser's order is expressly made conditional upon Purchaser's assent to the Terms and Conditions stated herein and in LED Source, LLC's printed acknowledgment (if issued) and/or as stated on the invoice. LED Source, LLC's sale of merchandise covered by its price list shall only be upon LED Source, LLC Terms and Conditions. In the absence of any written notification to the contrary, and by virtue of the issuance of a purchase order, Purchaser shall be deemed to have accepted Terms and Conditions as stated herein and in LED Source, LLC's acknowledgment (if issued) and/or on the invoice.
- 3.3. LED Source, LLC's failure to object to provisions contained in the Purchaser's forms shall not be deemed a waiver of the provisions in LED Source, LLC's Terms and Conditions.
- 3.4. All additions, deletions or other changes to or in an order are subject to all of the Terms and Conditions herein. No material can be released for manufacture and shipment without the actual Purchase Order from the customer (verbal or agency orders are not acceptable). LED Source, LLC cannot and will not be responsible for conforming to any plans and/or specifications unless they accompany the purchase order and are accepted as such. Submittal drawings must be approved and released for manufacture in writing by the customer for any custom product and for any order for which Submittal drawings are deemed necessary by LED Source, LLC.

4. MINIMUM ORDERS/MINIMUM BILLING

- 4.1. All orders are subject to a minimum billing requirement as determined by LED Source, LLC from time-to-time (charge at time of printing is outlined below). Orders for less than these values will be billed at the minimum. Freight charges may apply.

5. ORDER CANCELLATION

- 5.1. No received purchase order may be canceled without a cancellation charge.
- 5.2. Cancellations are subject to the following conditions:
- 5.3. Canceled orders must be received in writing by LED Source, LLC's offices in Orlando FL. Receipt of cancellation shall not mean cancellation is assured or that full charge shall not be enforced.
- 5.4. Orders canceled within 30 days of product shipment shall incur full charges.
- 5.5. Even if more than 30 days prior to ship date, if the equipment has been released for fabrication the order may not be canceled regardless of ship date. Likewise, orders for special items are never cancelable.
- 5.6. A cancellation charge may include but is not limited to 35% of the total bill of materials.
- 5.7. In addition, the Purchaser will pay all costs, including but not limited to direct or indirect, which have been incurred by LED Source, LLC, including engineering, design, drafting, and travel, etc.
- 5.8. Purchaser will pay, at applicable contract price, for all products, which are completely manufactured at the time of cancellation.

6. SPECIFICATIONS, VARIATIONS, ERRORS

- 6.1. Orders containing such phrases as; and or implying "all material to be supplied as per project plans and specifications," etc., are subject to separate written acceptance by LED Source, LLC.
- 6.2. Merchandise will be shipped in accordance with the standard styles and sizes as described in LED Source, LLC web sites, catalogs, specification sheets and or, if special or made-to-order, in accordance with LED Source, LLC drawings and details.
- 6.3. In the event of a conflict between a customer's written order and a LED Source, LLC drawing or specification sheet marked "approved", the LED Source, LLC drawing or specification sheet shall prevail.
- 6.4. LED Source, LLC reserves the right to change details of design, materials and finish that does not in LED Source, LLC's sole opinion, change the essential fit, form or function of the product.
- 6.5. Every effort is made to avoid errors in catalogs, price sheets, specification sheets and other data. LED Source, LLC will not accept responsibility for labor charge backs in connection with errors of measurements, prices, descriptions, etc.
- 6.6. LED Source, LLC will not be bound by a Purchaser's purchase order, which contain general or blanket instructions that have not been approved and signed off on, or specifically acknowledged by 0energyLIGHTINC. A full listing of instructions on the order itself must accompany each transaction.

7. PACKAGING

- 7.1. Method of packaging is at the discretion of LED Source, LLC, unless otherwise indicated in the Sales Order Acknowledgement.
- 7.2. Special export packaging is never included and may be charged as an extra; but will be included in Estimates.

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8. STORAGE DELIVERY TRANSPORTATION AND ACCEPTANCE

- 8.1. Upon ship readiness of an order; storage will be provided free of charge for no longer than 48 hours; after which fees will be assessed.
- 8.2. Unless otherwise noted and agreed to shipments are designated FOB LED Source, LLC's warehouse in Orlando FL USA. LED Source, LLC will prepay and bill freight on ground UPS shipments. Other common carriers and expedited air shipments are sent collect unless specified otherwise.
- 8.3. LED Source, LLC reserves the right to make shipment installments unless otherwise expressly stipulated in the order acknowledgment. All such installments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in the shipment of any installment will not relieve Purchaser of their obligation to accept remaining shipments.
- 8.4. Foreign freight methods vary.
- 8.5. Shipping terms are as quoted.
- 8.6. LED Source, LLC reserves the right to refuse to make direct shipments to destinations outside Purchaser's regular service area(s).
- 8.7. If any shipment made is refused for whatever reason; Purchaser shall be responsible for payment of such merchandise, in accordance with the terms herein, as though such merchandise has been accepted at the time of original delivery.
- 8.8. Purchaser shall also be responsible for reasonable storage, handling and delivery charges and shall pay reasonable storage charges until such merchandise is delivered and accepted.
- 8.9. LED Source, LLC shall not be liable for shipment delays and/or inability to perform due to unforeseen circumstances or conditions, including governmental regulations, labor stoppage, casualties, fire and other causes beyond our control.
- 8.10. Products are carefully packed and delivered in good condition to the carrier and are shipped at Purchaser's risk and LED Source, LLC's obligation to deliver goods is discharged upon their delivery to the carrier. In transit insurance coverage is the responsibility of the Purchaser.

9. CLAIMS AND ADJUSTMENTS

- 9.1. Any and all claims for shortage and or damage must be made within seven business days from date of delivery.
- 9.2. All claims for loss or damage in transit must be made by the consignee directly to the carrier.
- 9.3. LED Source, LLC will assist you in any manner possible in the presentation and enforcement of such claims without waiver of our rights to have compliance with the terms of payment of our invoice.
- 9.4. LED Source, LLC's sole responsibility and obligation in the event of defective merchandise shall be limited to the repair or replacement of the merchandise, at LED Source, LLC's option, at its own cost and expense, and LED Source, LLC shall not be responsible for any other damage or loss which may be sustained or claimed, including but not limited to; labor, installation or any cost resulting in removal of obstructed construction materials whether permanent or temporary structures stand in the way of removal or repair of the defective LED Source, LLC product including any ancillary equipment such as wiring, drivers, controls, and or the such.
- 9.5. Claims for shortages, losses and apparent or concealed damages sustained in transit shall be made by Purchaser with the carrier.
- 9.6. Upon request, LED Source, LLC will provide evidence of goods turned over to a carrier, but reserves the right to charge a reasonable fee for all proof of delivery requests.

10. TERMS AND PAYMENT

- 10.1. Purchaser shall make payments as specified herein and LED Source, LLC may suspend shipment or delivery until such payments are made.
- 10.2. All sales shall be prepaid, unless and if payment terms are extended, payment shall be Net 30 days from date of invoice, unless otherwise specified. All payments are applied to the oldest outstanding invoice.
- 10.3. Any unpaid balance after 30 days will be subject to 1.5 % service charge per month. In the event of collection, all collection costs, including but not limited to storage, advertising, accounting and all costs incurred through outside collection and attorney services are to be paid by Purchaser.
- 10.4. Retention of any funds pending system engineering check-out is not allowed unless specifically agreed to in writing.
- 10.5. If in the opinion of LED Source, LLC, the financial condition of Purchaser becomes impaired or unsatisfactory, LED Source, LLC may at any time limit or cancel the credit of Purchaser and, before delivering additional goods to Purchaser, require Purchaser to pay in cash for such goods and to pay the goods theretofore delivered. Failure by Purchaser to make any such payments within 10 days after demand in writing shall constitute a breach of this agreement by Purchaser. Approval of credit of one or more deliveries shall not be deemed a waiver hereof.
- 10.6. LED Source, LLC shall be entitled to reimbursement for all costs and expenses (including reasonable attorney's fees) incurred by it in connection with collection of any amounts for goods sold in the event payment therefore shall not be made when due.

11. RETURNED GOODS

- 11.1. LED Source, LLC will accept returned goods only when prior authorization for such return has been obtained.
- 11.2. Requests to return non-defective stock merchandise (only) must be made within seven days from the date of shipment and is subject to a 35% re-stocking charge.
- 11.3. Returns for defective merchandise must be made within 7 days of receiving for consideration of a full refund or exchange for same product.
- 11.4. Only regular items in the current line are returnable. Special, custom-cut, custom-made, made-to-order, or discontinued merchandise are not subject to return.
- 11.5. All returned goods must be accompanied by a Return Materials Authorization (RMA) number issued by LED Source, LLC. Returns without an RMA number will be refused and returned to the customer at their expense.
- 11.6. All merchandise must be returned in the original factory-sealed cartons in saleable condition.
- 11.7. Returns for non-defective merchandise must be made with freight prepaid at customer's expense within 30 days of the date of LED Source, LLC issuance of the RMA(s). After such period of time, all RMA's will be considered null and void.
- 11.8. Issuance of an RMA number is not acceptance of the product or approval for credit; all returned merchandise is subject to inspection. Non-saleable and damaged merchandise will be credited at salvage value or less costs of repairs.
- 11.9. LED Source, LLC reserves the right to issue credit at prices prevailing at time of shipment, or time of return, whichever is lower, less the restocking charge.

12. SECURITY INTERESTS

- 12.1. It is agreed and understood by LED Source, LLC and Purchaser that in the event Purchaser fails to make payment of the Goods in accordance with the terms and conditions herein, all rights to the title and interest in the Goods shall revert back to LED Source, LLC including without limitation any and all rights to manufacturers warranties if any, and LED Source, LLC shall have the right to repossess and sell the Goods.

13. WARRANTY – TERMS

- 13.1. At times, LED Source, LLC provides product manufactured by LED Source, LLC as well as products not manufactured by LED Source, LLC. Following are the terms and conditions for products not manufactured by LED Source, LLC as well as the warranty for products manufactured by LED Source, LLC.
- 13.2. **ALL EXPRESSED WARRANTIES MADE BY LED Source, LLC IN CONNECTION WITH ITS MANUFACTURED PRODUCT(S) ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH BELOW. LED Source, LLC EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL LED Source, LLC BE LIABLE TO PURCHASER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF ANY OTHER GOODS OR ASSOCIATED EQUIPMENT OR DAMAGE TO ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS FACILITIES OR SERVICE, AND/OR DOWN TIME COST OR CLAIMS OF PURCHASER'S CUSTOMERS, ARISING OUT OF PURCHASER'S USE OF, OR INABILITY TO USE, THIS PRODUCT(S). FURTHER, LED Source, LLC LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL NOT EXCEED THE PRICE OF THE PRODUCT(S) PAID BY PURCHASER.**
- 13.3. This Warranty is the sole and exclusive remedy for Purchaser in the event of a defective Product(s). This Warranty is applicable solely to LED Source, LLC Products and supersedes all prior warranties, whether written or verbal, and heretofore given to Purchaser.

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14. WARRANTY – LED Source, LLC INC BRANDS

- 14.1. LED Source, LLC hereby warrants to the original purchaser ("Purchaser" or "You"), that LED Source, LLC products ("Product(s)") shall be free of manufacturing defects in material and workmanship on all internal parts and components (the "Warranty") for the period assigned to the Product(s) from the date of purchase (the "Warranty Period"). This limited Warranty covers all parts and labor required to repair or replace a defective Product(s) within the Warranty Period. This Warranty shall be valid only if the Product(s) is purchased within the United States of America, including its possessions and territories. This limited Warranty is extended only to the Purchaser and is not transferrable to subsequent users. It is the Purchaser's responsibility to establish the date and place of purchase by acceptable evidence at the time Warranty service is requested.
- 14.2. All requests for Warranty service must be directed to LED Source, LLC's customer service department at 1-855-955-1055 for return authorization prior to shipment of the Product(s) to LED Source, LLC for Warranty service. If Warranty service is authorized by LED Source, LLC, the Purchaser will be issued a Return Merchandise Authorization (RMA) number which must be included within the packing slip of the Product(s) being returned and on the outside of the box in which it is packed. Please include Purchaser's company's name, contact individual, address and email address on the packing slip. Please return the entire Product(s) in its original package. The Product(s) must be packaged carefully so as to prevent damage in shipment. The Purchaser bears all risk of shipping damage. No accessories should be shipped with the Product(s) as damage or loss may occur. LED Source, LLC shall have no liability whatsoever for loss of or damage to any such Product(s) or accessories, nor for the safe return thereof. All shipping charges must be pre-paid. It is recommended that Purchaser obtain from the carrier, a signed proof of delivery to ensure that the returned Product(s) has been received by LED Source, LLC. Upon receipt of the Product(s), LED Source, LLC will test and evaluate the Product(s). If the Product(s) is not found to be defective, then Purchaser may be subject to a labor charge for the evaluation process. If LED Source, LLC determines that the Product(s) is defective, LED Source, LLC will, at its sole option, repair or replace the Product(s), and will pay return shipping charges to a destination within the continental United States designated by Purchaser. Any repairs may be made with new or refurbished parts at LED Source, LLC's sole discretion. In the event of replacement, LED Source, LLC will replace the Product(s) with a like Product(s) of equal or better quality and performance.
- 14.3. This Warranty is void if the serial number (if applied) has been altered or removed, if the Product(s) is modified in any manner which LED Source, LLC concludes, after inspection, affects the reliability of the Product(s), if the Product(s) has been repaired or serviced by anyone other than the LED Source, LLC factory unless prior written authorization was issued to purchaser by LED Source, LLC, or if the Product(s) has not been properly maintained as set forth in the instruction manual. Also, this Warranty excludes damage caused by normal wear and tear, accident, negligence, alteration, abuse or misuse, incorporation of any parts or accessories not supplied by LED Source, LLC, fire, flood, earthquake, explosion, acts of vandalism, power surges or improper power supply, corrosive environment use, acts of God, or any other cause beyond the control of LED Source, LLC.
- 14.4. This is not a service contract, and this Warranty does not include maintenance, cleaning or periodic check-up. This Warranty also does not cover consumable parts. All products covered by this Warranty were manufactured after March 31, 2012, and bear identifying marks to that effect.
- 14.5. LED Source, LLC reserves the right to make changes in design and/or improvements upon its products, including the Product(s) model, without any obligation to include these changes in any products theretofore manufactured.

15. WARRANTY – NON MANUFACTURED BY LED Source, LLC INC BRANDS

- 15.1. **LED Source, LLC, NOT BEING THE MAUFACTURER OF THE GOODS, OR ANY PART, MAKES NO REPRESENTATIONS OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE GOODS, ITS MERCHANTABILITY, DURABILITY, SUITABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL, OR WORKMANSHIP OF THE GOODS, OR THE CONFORMITY OF THE GOODS TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, AND LED Source, LLC HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY (WHICH DISCLAIMER PURCHASER HEREBY ACKNOWLEDGES) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. LED Source, LLC SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DEFECTS, EITHER PATENT OR LATENT (WHETHER OR NOT DISCOVERABLE BY PURCHASER) IN THE GOODS OR FOR ANY DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTY RESULTING THEREFROM, OR FROM PURCHASER'S LOSS OF USE OF THE GOODS OR FOR ANY INTERRUPTION IN PURCHASER'S BUSINESS CAUSED BY PURCHASER'S INABILITY TO USE THE GOODS FOR ANY REASON WHATSOEVER.**
- 15.2. LED Source, LLC agrees to assist the Purchaser in the event the Goods are deemed to be defective, including, at LED Source, LLC's sole discretion, repairing or replacing the materials and/or workmanship during the relevant warranty period, if any, providing that, this clause shall in no way be deemed to be an admission or acceptance of liability by LED Source, LLC with respect to the design or condition of the Goods.

16. WARRANTY – WARRANTY PERIOD

- 16.1. Herein are the warranty periods from the original date of purchase unless otherwise documented in writing by LED Source, LLC

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Warranty Period Chart:

| Collection | Series | Family | Standard Warranty |
|-----------------|---------------------------|-----------------|-------------------|
| Flexible Linear | Precious | Pearl | 5 yrs |
| | | Opal | |
| | | Ruby | |
| | Semi Precious | Topaz | 3 yrs |
| | | Quartz | |
| | | Cyrstal | |
| | | Cobalt | |
| | | Citrine | |
| | | Maze | |
| | | Sapphire | |
| | | Zen | |
| | | Symphony | |
| | Sonata | | |
| | Adagio | | |
| | Performance Entertainment | RGB | 3 yrs |
| | | Addressable RGB | |
| | Blister Paks (EP) EZ Paks | 2.2 whites IP20 | 90 days |
| | | 2.2 whites IP65 | |
| | | 2.2 RGB IP20 | |
| 2.2 RGB IP65 | | | |
| 4.4 whites IP20 | | | |
| 4.4 whites IP65 | | | |
| 4.4 RGB IP20 | | | |
| 4.4 RGB IP65 | | | |

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| Collection | Series | Family | Standard Warranty |
|------------|------------------|-----------------------|---------------------|
| Trac | All | | 1 yrs |
| Collection | Series | Family | Standard Warranty |
| Fixtures | Stage and Studio | FA-STD | 1 yrs |
| | | FA-757 | 1 yrs |
| | | FA-GB | 90 days |
| | | FA-ACC | 90 days |
| | | FlexShade | 2 yrs |
| | Decorative | reFLEXions Collection | 5 yrs except mirror |
| | | Custom Panels | 1 yrs |
| | | StepLight | 3 yrs |
| | | I-Beam x1 | 5 yrs |
| | | I-Beam x3 | 5 yrs |
| | | Ind Kitchen | 5 yrs |

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| Collection | Series | Family | Standard Warranty |
|------------|-------------|-----------------------|----------------------|
| | Drivers | Line voltage dimmable | per manufacturer |
| | | | per manufacturer |
| | | Constant ON | per manufacturer |
| | | | per manufacturer |
| | | 0-10Vdc controllable | per manufacturer |
| | Controllers | Touch | per manufacturer |
| | Interfaces | DMX decoder | per manufacturer |
| | | | 0-10Vdc controllable |

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