



## TERMS & CONDITIONS OF SALES 6-01-2018

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### ACCEPTANCE OF ORDER

In placing an order with JLC-Tech LLC, the customer acknowledges awareness and acceptance of these general terms and conditions of sale. Orders are considered accepted when confirmed with our standard sales order acknowledgement form. There is a minimum order amount of \$300.00. All Orders will be considered final and released into production after 48 hours of receiving of purchase order. All orders are required to have a signed specification order form for each product type on the purchase order.

### DELIVERY

Estimated shipping dates are approximate and shall not be deemed to represent a fixed guaranteed shipping date. Lead-time for standard product is 2-8 weeks (depending on product type and quantities) from order date, the release date or the payment date on prepaid orders. Hold For Release orders DO NOT commit inventory, however, arrangements can be made to ensure material is available as required. Custom orders have an extended lead-time. A rush order has a 50% lead-time reduction for an additional charge of 25% of the order value. Rush order service is not always available and must be confirmed in writing by JLC-Tech LLC. JLC-Tech LLC shall not be responsible for any damage or loss resulting directly or indirectly from delayed shipments or inability to ship. JLC-Tech LLC reserves the right to make partial shipments unless the client expressly stipulates otherwise. All such shipments will be separately invoiced and paid for when due, without regard to subsequent or preceding shipments. Delay on any partial shipment shall not relieve the client of the obligation to accept remaining shipments.

### PAYMENT TERMS

All invoices are in US dollars. Payments are accepted in US dollars only. MasterCard, Visa and American Express credit cards are accepted for orders under \$1000 US dollars. All other orders can be paid with business check, electronic debit or direct ACH payment. Please contact JLC-Tech administration for detailed account information. Please note: First orders require full payment prior to shipment. Upon approved credit, payment terms for subsequent orders will be set at **net 30 days** from the date of the invoice. All custom product orders require payment in full at time of order entry. Orders over \$50,000 require a deposit of 50% prior to first shipment with the balance due at **net 30 days** from the date of invoice for customers on terms.

Past due accounts will be subject to a 1.5% interest charge per month. The debtor is responsible for all costs incurred by JLC-Tech LLC for securing bad debts including collection agencies, court costs and attorney fees. JLC-Tech LLC reserves the right to withhold shipment to customers with a past due balance. Clients with accounts in default may have their terms revoked and return to pre-payment status.

### PRICES, SPECIFICATIONS, & QUOTATION

Prices and specifications are subject to change without notice. Written quotations shall be firm for a period of 30 days from the date on the quotation. Purchase orders accepted by JLC-Tech LLC during the period specified on the quotation will be price protected for a period of 90 days. All other orders will be invoiced at the prevailing price at the time of shipment. JLC-Tech LLC reserves the right to withdraw any quotation at any time for any reason provided JLC-Tech LLC has not accepted a valid purchase order from the Buyer.

### FREIGHT TERMS AND CHARGES

FOB Factory on all shipments under \$10,000 US dollars. All orders will be shipped ground with standard freight terms unless otherwise specified by customer in writing. All commercial carriers i.e. UPS, FedEx, DHL, for small package shipments will be automatically insured for the product commercial invoice value unless otherwise specified by customer in writing. Freight shipments with commercial carriers i.e. UPS, FedEx, DHL, as well as non commercial carriers will include the carriers standard insurance and will NOT be insured for the products commercial value unless specified by customer in writing. Freight, insurance, customs, brokerage and duty charges will be paid by client through the client's shipping account or on a COD basis. In the absence of these two previously mentioned options, JLC-Tech management reserves the right to bill freight, insurance, duties, taxes, customs fees, & brokerage charges, plus handling charges to the final invoice. Shipping will be ALLOWED for orders over 10,000 US dollars that ship to US and Canadian addresses. Allowed shipments will adhere to the same commercial carrier and freight shipment terms described above. Allowed shipping will cover shipping costs only and will exclude any additional insurance, customs, brokerage and duty charges. All partial shipments under the \$10,000 US dollar value requested by customer prior to estimated ship date (ESD) will be billed to customer with partial shipment invoice and due at terms.

### RETURNS & CANCELLATIONS

Any returns are subject to a restocking charge of up to 50% and a written "Returned Goods Authorization" (RGA) must be obtained prior to return within 30 days of invoice date. After RGA is issued, all products must be returned within a 15-day period only. No returns will be accepted until RGA is approved, and a copy must accompany the shipment as a packing list. RGAs are valid for 15 days only. Merchandise must be new, in the original factory-sealed cartons, if possible, and packed in such a manner as to prevent damage. No return shipments will be accepted unless prepaid. Unauthorized returns will remain property of the sender and JLC-Tech LLC will not accept responsibility for loss or damage. Credits are not allowed until an official statement to the customer has been issued by JLC-Tech after receiving and inspection of returned products. Orders cancelled after 48 hours from receipt of purchase order and before shipment are subject to a 25% cancellation fee. Custom orders are non-cancelable, non-returnable and non-refundable.

#### LIMITATION OF LIABILITY

The limit of JLC-Tech LLC liability for failure of its products to meet the foregoing warranty shall be, at our sole discretion, either the repair or replacement cost of a defective product and shall exclude any damage caused by accident, misuse or abuse of the product. JLC-Tech LLC is not liable for product breakage during shipment. No labor charges involved with replacements or repairs will be paid by JLC-Tech LLC without prior written approval. JLC-Tech LLC is not liable for delays in delivery or for non-delivery when circumstances beyond our control affect production or shipments.

## **SAMPLES**

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#### DEFINITION

Samples are considered to be high-priority orders of a few fixtures that are to be used for sales presentations and/or mock-ups, and possibly returned afterwards. The word << SAMPLES >> should be clearly marked on all purchase orders for samples. There is a minimum sample order amount of \$100.00. Samples will be issued at the discretion of JLC-Tech.

#### SALES COMMISSION

No sales commission is earned on samples. If a sample is to be sold on a permanent, non-returnable basis, a regular order should be placed (instead of a <<SAMPLE>> order) – in which case sales commission is payable (and standard lead times and terms & conditions apply).

#### DELIVERY

Samples will be shipped on a priority basis.

#### PAYMENT TERMS

Payment terms for samples are set at Net 90 days or prepaid at JLC-Tech's discretion. Samples may either be returned within the 90 days, in which case a credit memo will be issued for their value, or purchased, in which case payment should be made.

#### FREIGHT ALLOWANCE

There is no freight allowance for samples. All Freight for samples must be prepaid, even if the samples are returned. All Sample orders are FOB Factory. All orders will be shipped as ground freight as standard freight terms unless otherwise specified by customer in writing. Freight charges will be paid by client through their shipping account or on a COD basis.

#### RETURNS

Samples may be returned at any time, during the 90 days period, by requesting a << SAMPLE RGA >> and attaching the SAMPLE RGA (Returned Goods Authorization) to the returned shipment. Please provide the reference of the original sample order if known (either your Purchase Order number or the JLC-Tech LLC Sales Order number). Samples returned in good condition will be credited at their full original price. Samples returned damaged will be credited based on their condition and original price.

## **WARRANTY**

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JLC-Tech LLC will replace or repair, at its discretion any part found defective within five (5) years from the date of the invoice. This warranty does not include transformers and parts not of JLC-Tech LLC own manufacture that are subject to their standard manufacturer's guarantee. There shall be no responsibility for installation or replacement labor or any other contingent responsibility. JLC-Tech LLC reserves the right to deny the warranty on any product altered, improperly installed, or installed in an application for which it is not intended. No person, agent, representative or dealer is authorized to give any warranties on behalf of the company.

JLC-Tech LLC products are designed and engineered to high quality standards in accordance with the requirements of the UL standards and the Canadian Standards Association. Some items may not conform to local codes. JLC-Tech LLC will not accept any responsibility, claims, exchanges or other liabilities resulting in an installation/purchase that does not meet local codes. Warranty is based on LED lumen depreciation LM80 standards. Pre-mature failure is defined as the average point when 50% of white LED's have degraded over 30% of their original lumen output. Color LED's pre-mature failure is defined as the average point when 50% of color LED's have degraded over 50% of their original lumen output. LED failure due to improper installation or application is not covered by warranty. Consult factory with any concerns.

## **SERVICEABILITY – END-OF-LIFE POLICY STATEMENT**

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JLC-Tech's light fixtures are designed to be non serviceable light fixtures. At the end of the stipulated LED life, products must be removed and disposed of following local waste facility regulations. JLC-Tech fixtures are approximately 60% recyclable. The products must be disassembled in order to be recycled properly. The fixtures may be shipped, (at owners expense) to the original manufacturing facility for proper recycling or the owner may use their local recycling facility.