

U.S. TERMS AND CONDITION OF SALE – General Illumination Products

Leotek will not recognize any modifications of these terms and conditions unless specially agreed to in writing by an authorized Leotek representative.

Order Acceptance

All orders are subject to credit approval and final acceptance by Leotek. Orders will not be accepted if the order, prices, discounts, or terms are incorrect. Order acceptance occurs when all corrections have been made.

Cancellation and Return Policy

All released orders should be considered non-cancellable and non-returnable unless covered by Leotek warranty.

Product Warranty

Leotek products are covered by a five or ten year warranty from the date of delivery. Refer to the appropriate product specification sheet and Warranty Statement for details.

Defective Return Policy

Prior to returning any product for repair or replacement, Leotek requires that a Return Material Authorization (RMA) be issued. The RMA can only be issued by Leotek. Please contact your local Sales Representative prior to directly contacting Leotek. When requesting an RMA, the following information must be provided: product model and serial numbers date of manufacture, and a detailed description of the reason for the return. A Leotek representative will document the issue and provide and RMA and instructions for return.

For complete Warranty Statement refer to Leotek website.

Freight Policy

Orders are FOB shipping point. All orders above \$3000 will be shipped freight prepaid within the contiguous United States. All orders below \$3000 will be charged freight to destination from California. Consult factory for shipments outside of the contiguous United States. Prepaid freight is based on the most cost effective routing as determined by Leotek. Additional cost due to special routing (such as air freight) will be charged to the customer.

Minimum Billing

Leotek has no minimum order requirement on <u>standard</u> products and finish colors.

Credit Terms

All orders subject to Leotek acceptance.

Payment Terms

Net 30 days from date of invoice, subject to credit approval. All past due invoices are subject to 1.5% late payment penalty.



www.leotek.com



Pricing

Written quotations expire 30 days from the date of quotation unless otherwise specified in writing. All pricing is subject to change without notice.

Loss or damaged in transit

The carrier is responsible for products that are lost or damaged during transit. Payments of invoices shall not be withheld pending settlement of claims.

Errors

Typographical or clerical errors, including but not limited to quotations, orders or acknowledgements are subject to correction.

Force Majeure

Leotek shall not be liable in any respects for failure or delay in the fulfillment or performance if the contract is hindered or prevented, directly or indirectly, beyond the reasonable control of Leotek.