

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASES FROM ALL GREEN LIGHTING, WHETHER OR NOT THE PURCHASE IS SUBJECT TO A SIGNED PURCHASE ORDER.

All Green Lighting Standard Terms & Conditions shall govern all purchases of All Green Lighting products. Any additional or conflicting terms included in purchase orders or other documentation or correspondence from purchaser shall be of no force unless acknowledged and executed by All Green Lighting.

### **Prices**

All prices are F.O.B. All Green Lighting's factory and are subject to adjustment, without notice. Price does not include freight charges, handling charges or installation services unless otherwise stated.

### **Payment Terms**

All accounts shall be paid in U.S. dollars at All Green Lighting's principal office, in accordance with the terms specified in the quotation and/or listed on All Green Lighting's invoice. If, in the judgment of All Green Lighting, the financial condition of Purchaser at the time Product is ready for shipment does not justify the terms of payment specified, All Green Lighting may require full payment before making shipment. A service charge of the lesser of 1-1/2% per month or the maximum permissible rate will be added to all past due accounts. If All Green Lighting refers a claim for payment to an attorney for collection, Purchaser shall pay all costs and attorney's fees.

### **Delivery and Delay**

Product lead time begins after receipt of order deemed to be acceptable by All Green Lighting. Acknowledged shipping dates are approximate and shall not be deemed a guaranteed date. All Green Lighting shall not be responsible for any damages, penalties or labor charges resulting from delayed shipments or from its inability to ship by them acknowledged shipping date. Furthermore, All Green Lighting shall not be held liable for delays in delivery for failure to manufacture or deliver due to causes beyond its control, or due to an act of God, acts of the Purchaser, acts of civil or military authority, fire, strikes, floods, epidemics, war, riot, delays in transportation or vehicle shortages, or inability due to causes beyond its reasonable control.

### **Variations/Customizations**

Prices and delivery for custom requests will be quoted with no guarantee or commitment until a purchase order is accepted and confirmed by All Green Lighting. Custom orders are sold as non-cancelable, non-returnable, and nonrefundable. Purchase orders require a deposit in advance and balance due at time of shipment, unless otherwise agreed upon.

### **Cancellations/Change Order**

PO Cancellations must be notified within 48 hours after the order has been submitted to AGL. Any order cancellations after 48 hours will incur a 30% cancellation fee. Changes to quantity or specification are subject to approval by All Green Lighting. Such changes may affect delivery schedule and purchase order may be subject to additional fees. Cancellations of released orders must be made in writing and are subject to cancellation fees for any costs incurred including administrative, engineering, drawings, work performed or materials ordered. If an order(s) is cancelled after shipment or if delivery is refused, purchaser is responsible for paying any freight, disposition and 30% restocking charges.

### **Claims**

All order shipments leave our facility complete and in working order. Purchaser must report any damage within 7 days of receipt of order by sending digital photographs (.jpg) of damaged items and shipping materials to [Sales@AllGreenLightingInc.com](mailto:Sales@AllGreenLightingInc.com). Purchaser must retain damaged merchandise, packing and shipping containers until claim has been settled. Damage in transit is the sole responsibility of the carrier, and any claims beyond this 7 day period will not be deemed valid. The above procedure MUST be followed or credit for the damaged merchandise cannot be given. All claims regarding shipment error must be made within 7 days of receipt of merchandise.

### **Returns**

All Sales are final. No returns allowed.

### **Indemnification**

Purchaser shall be solely responsible for, and shall indemnify and hold All Green Lighting free and harmless from, any and all claims, damages or lawsuits (including attorneys' fees) arising out of the acts or omissions of Purchaser or its employees or agents and from any claims or liabilities arising out of or connected to any breach by Purchaser of its obligations under these Terms and Conditions,

including, without limitation, any penalties, interest, attorneys' fees and disbursements incurred by All Green Lighting or any person relying upon Purchaser's obligations under these Terms and Conditions.

### Confidentiality

Any proposals, pricing, prints, brochures, drawings, or other information furnished by All Green Lighting and marked as Confidential are intended for confidential use by Purchaser. This information shall remain the property of All Green Lighting, shall not be disclosed or used to the detriment of All Green Lighting's competitive position, and are protected against unlawful use or disclosure by common law and federal and state statutes that cover copyright, patents, trademarks, and trade secrets. Any unauthorized use, printing, copying, disclosure or dissemination of such information may be subject to legal restriction or sanction.

### Promotional Material

All All Green Lighting's drawings, descriptive matter, weights, dimensions, the descriptions and illustrations contained in All Green Lighting's catalogs, price lists or advertisements, are approximate only and intended merely to give a general idea of the goods described therein. Because All Green Lighting is continually researching and improving its products, it reserves the right to improve, correct and/or further modify its designs and specifications.

### Warranty

All Green Lighting's products are tested and found to be operational at the time of manufacture. Provided they are installed and operated in accordance with manufacturer's recommendations, All Green Lighting warrants that its LED fixtures, chips, and drivers will be free from defects in material and workmanship for a period of 5 (five) years or 50,000 hours (whichever comes first) from the date of installation or date of manufacture if installation date is unknown. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product. Products demonstrated to be defective within the warranty period will be repaired or replaced (at All Green Lighting's sole discretion) at the factory service center at no cost. This warranty applies only to the original purchaser (end user), for use in the fifty United States as specified by All Green Lighting, and is not transferable.

For All Green Lighting retrofit kit purchases, AGL must approve the *final product* which contains the retrofit kit in order to be under warranty.

This warranty provided herein does not cover charges for labor or any other costs incurred in the troubleshooting, repair, removal, installation, service or handling of parts or complete products.

During no period of time will All Green Lighting be responsible for any labor expenses and/or allowances in regards to this warranty. The above warranties do not cover, and All Green Lighting will not be liable for:

- Problems resulting from external causes such as accident, abuse, misuse, mishandling, negligence, fire, theft, vandalism, riot, explosion, natural disaster, or other external causes unrelated to product defect; Defects that result from external causes (including but not limited to line voltage instability, sags, surges, harmonics, photo control) not provided by AGL will not be covered under AGL warranty
- Incompatibility, improper design, manufacture, installation, operation or maintenance of products not supplied by All Green Lighting;
- Products for which All Green Lighting has not yet received full payment;
- Lighting Fixtures that have not been installed in accordance with the latest National Electrical Code, Underwriters Laboratory Bulletins, and ANSI Specifications;
- Conditions demonstrating misuse, faulty installation, misapplication, extreme environmental conditions beyond those defined in the product specification, under/over voltage situations, lack of compliance with applicable instructions, improper or inadequate maintenance, negligence, accident, or tampering;
- Situations in which All Green Lighting chips and drivers are replaced with those from other manufacturers and/or the improper installation of All Green Lighting's products by the installer of said products. For example, the above warranties would not cover problems resulting improper installation. Accessory products not manufactured by All Green Lighting, including all photo sensors, motion sensors, and step down transformers are specifically excluded from all warranty provisions provided herein and are covered only by the accessories' respective manufacturer's warranty. Furthermore, any damage caused to AGL systems caused either directly or indirectly by the failure or malfunction of the accessory product(s) shall void the AGL warranty.
- Unless otherwise specified by signed agreement, warranty is automatically activated after All Green Lighting receives a completed warranty registration form within 30 days after installation. Proof of installation date may be required. An acknowledgment will be sent for each registration along with a reference number for future correspondence.

All Green Lighting reserves the right to repair or replace at its discretion. All Green Lighting assumes no responsibility or liability for expenses incurred for the troubleshooting, removal and/or installation of products requiring service and/or repair, nor for the handling of products returned to sender after the service has been rendered. All Green Lighting does not repair or replace in the field. No person, agent, or representative, other than an officer of All Green Lighting, is authorized to give any additional warranty on behalf of All Green Lighting.

If a product must be returned for repair or replacement, please contact us at (714) 899-9999 or [Sales@AllGreenLightingInc.com](mailto:Sales@AllGreenLightingInc.com) to receive a RETURN AUTHORIZATION NUMBER. User shall promptly return the product at the user's expense after receiving instructions as to if, when and where to ship product. Failure to follow this procedure shall void this warranty. Be sure you use sufficient packing materials to avoid damage to the product being returned while in transit. The forgoing shall constitute the sole remedy of the purchaser and the sole liability of All Green Lighting. With regard to warranty All Green Lighting makes no other warranty, statutory or otherwise, and none is implied. No warranty of merchantability of fitness for a particular purpose is made or is to be implied. All Green Lighting will not under any circumstances be liable for special or consequential damages including, but not limited to, loss of profits or revenue or good will, any other goods or equipment, or facilities, cost of capital or storage or inspection, cost of substitution equipment, downtime costs, or claims of customers or purchase from such damage. All Green Lighting reserves the right to examine all failed lighting systems and reserves the right to be the sole judge as to whether any housing, chips and/or drivers are defective and covered under this warranty.

### **Disclaimer & Limitation of Liability**

IN NO EVENT SHALL ALL GREEN LIGHTING BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT, EVEN IF ALL GREEN LIGHTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL ALL GREEN LIGHTING'S LIABILITY EXCEED THE AMOUNT OF THE PURCHASE PRICE LESS ANY DEDUCTION FOR USE BY THE END USER.