

Terms & Conditions

- 1. Orders:** Orders for Visual Lighting Technologies (VLT) will be accepted only with a written Purchase Order. This order shall be subject to all sales, excise and other taxes. Customer is responsible for furnishing a resale certificate. Accounting terms should be agreed upon prior to order placement. Hold for "Release" purchase orders will be required to receive submittal packages. "Hold for Release" orders are subject to a 10% cancellation fee once submittals are issued. VLT has a \$100 minimum order policy. RUSH orders will be charged an additional 15% processing fee.
- 2. Credit:** All new credit accounts must sign a completed credit application form or furnish VLT with their standard credit references. Please allow three to five business days to establish credit. Unless credit is established, a pre-payment by check or wire transfer should accompany the Purchase Order. All invoices not paid within terms will accrue late fees of 1.5% per month or a portion thereof. It is expressly understood and agreed that all warranties do not become effective and are expressly contingent upon payment of all sums due and payable, including but not limited to, finance charges, transportations costs, attorneys fees, and late fees.
- 3. Terms:** Payment terms and credit limit of approved credit customers will be determined by VLT based on business consideration, credit history, years in business, etc. VLT reserves the right to hold any orders if an account has open invoices that extend beyond payment terms or exceed approved credit limit. Standard terms are 50% Deposit and 50% on Delivery of goods. Custom orders always require a 50% deposit. New customers must provide a 50% deposit on their first order.
- 4. C.O.D. Orders:** All C.O.D. orders may be paid by company checks if approved by VLT. A \$15.00 C.O.D. fee will be added to the C.O.D. amount.
- 5. International Orders:** All international orders must be pre-paid by wire transfer.
- 6. Shipping:** Consult factory for current lead-time prior to order placement. All prices are Exworks Lake Forest, California. Collect or pre-paid and additional methods of delivery and routing shall be at the seller's discretion. VLT reserves the right to add handling charges to any shipment. VLT does not permit "freight allowed" terms.
- 7. Returns:** See VLT "Limited Warranty" opposite for return instructions on defective or unwanted products. Unwanted products that are both eligible for return and in original condition, must be returned within 30 days of invoice date and are subject to a 35% re-stocking fee. Custom-manufactured fiber and LED products are NOT eligible for return and CANNOT be returned as "unwanted".
- 8. Loss or Damage:** All products are tested, QC reviewed, and known to be in working order before leaving VLT. All title and risk of loss pass to buyer at seller's dock. Claims for lost or damaged products/shipments shall be made by the buyer with the transportation agent or shipping firm. Buyer must inspect equipment immediately upon receipt and report any damage to the appropriate party within 72 hours of receipt.
- 9. Payment of Invoices:** Remit invoices to Visual Lighting Technologies, 9 Rancho Circle, Lake Forest, CA 92630
- 10.** Prices are subject to change without notice.
- 11.** All prices are stated in U.S. dollars.
- 12.** VLT's Limited Warranty is contingent upon and does not become effective until orders are fully paid. The remedy under VLT's Limited Warranty is not available to clients and/or orders where there is an outstanding balance due and/or overdue invoice. VLT's Limited Warranty will be provided on request.

Customer Signature: _____



Essential LEDs® 5 Year Limited Warranty

Visual Lighting Technologies (VLT) warrants its EssentialLEDs® Linear and EssentialLEDs® Light Panel products (not including damage to product incurred during shipment or transportation; see also VLT Terms and Conditions) as follows:

LED Products: VLT guarantees that all EssentialLEDs® products sold by VLT will be free from defects in material or workmanship for a period of five (5) years from the date of purchase subject to the Warranty Terms and Conditions detailed below.

LED Drivers: VLT guarantees that all LED driver products sold by VLT will be free from defects in material or workmanship for a period of five (5) years from the date of purchase subject to the Warranty Terms and Conditions detailed below.

Warranty Terms: VLT shall first attempt to repair any defective product and second replace it with the same model, or its equivalent model, at no charge, excluding any shipping charges. To obtain warranty service, or to send back unwanted product that is eligible for return:

- 1) A return authorization number (RMA#) must be obtained from VLT;
- 2) The product must be delivered or shipped prepaid to VLT; and
- 3) Proof of purchase in the form of a bill of sale or invoice, indicating that the product is within the warranty period, must be sent to VLT to obtain warranty service. For unwanted product (in original condition), return must be made within 30 days of invoice date.
- 4) VLT shall not be liable for any incidental, direct, or indirect costs incurred in the removal or reinstallation of any product returned for repair or replacement.

Warranty Conditions: This warranty will be void if the warranted items are:

- 1) Used, installed and/or maintained in such a manner that is not in accordance with VLT's specifications, recommendations, and/or procedures, including, but not limited to:
 - a) Mishandling, such as stretching, pulling, kinking, breaking, crimping, cutting or scratching of LED;
 - b) Any drilling of additional mounting holes or trimming of Light Panel pieces will nullify safety rating and void product warranty;
 - c) Failure to follow installation and maintenance manuals and/or instructions provided by the manufacturer;
 - d) Use with LED drivers other than those provided by VLT;
- 2) Modified or altered in any way by anyone other than VLT or VLT's authorized agents;
- 3) Not made available to VLT or its authorized agent for inspection, along with all installation, maintenance and other appropriate documents, when warranty claim is made.

This warranty does not include cosmetic damage, or damage to any part of the product resulting from acts of God, accident, shipping, misuse, abuse, improper storage or connection to an improper voltage supply.

VLT is not responsible for merchandise damaged in transit. Apparent or concealed damages that are incurred in transit should be reported immediately to the transportation carrier and an appropriate claim filed with the carrier.

Repaired or replaced products shall be subject to the terms of this Warranty and are inspected when packed for return shipment.

Disclaimer of Other Warranties: This Warranty (and any repair and replacement as provided herein) is the sole and exclusive remedy of any claims relating to items purchased through VLT; and no other warranties, express or implied, are given, including warranties of merchantability or fitness for any particular purpose. VLT shall not be liable for any incidental or consequential damages for breach of any express or implied warranty on this product. VLT will not be responsible for any representation, promise or expansion of this limited warranty by any dealer, sales or manufacturing representative or distributor of the products covered by this warranty. In the event that there is any statutory expansion of the provisions of the warranty expressed herein, the item will be deemed purchased on an as-is basis as to such expansion. Except as provided in this limited warranty all items are purchased in an as-is condition.

Please contact VLT to verify that you qualify for warranty repair or replacement.



Limited Warranty Cont.

Warranty Terms: VLT shall first attempt to repair the defective product and second replace it with the same model, or its equivalent model, at no charge, excluding any shipping charges. To obtain warranty service:

- 1) A return authorization number (RMA#) must be obtained from VLT;
- 2) The product must be delivered or shipped prepaid to VLT; and
- 3) Proof of purchase in the form of a bill of sale or invoice, indicating that the product is within the warranty period, must be sent to VLT to obtain warranty service.

Warranty Conditions: This warranty will be void if the warranted items are:

- 1) Used, installed and/or maintained in such a manner that is not in accordance with VLT's specifications, recommendations, and/or procedures, including, but not limited to:
 - a) Mishandling, such as stretching, pulling, kinking, breaking, crimping, cutting or scratching of optical fiber and cable;
 - b) Exposure of the inner core of Diamond Line and/or Sta-Flex optical fiber to liquids or moisture;
 - c) Installation of non-jacketed optical fiber without UV protection in exterior locations as recommended by VLT;
 - d) Use of non-VLT illuminators;
 - e) Misplacement of illuminator(s) which causes overheating; and
 - f) Failure to follow installation and maintenance manuals and/or instructions provided by the manufacturer;
 - g) Use of non-VLT LED drivers.
- 2) Modified or altered in any way by anyone other than VLT or VLT's authorized agents; or
- 3) Not made available to VLT or its authorized agent for inspection, along with all installation, maintenance and other appropriate documents, when a warranty claim is made.

This warranty does not include cosmetic damage, or damage to any part of the product, resulting from acts of God, accident, shipping, misuse, abuse, improper storage or connection to an improper voltage supply. This warranty does not include lamp life.

VLT is not responsible for merchandise damaged in transit. Apparent or concealed damages that are incurred in transit should be reported immediately to the transportation carrier and an appropriate claim filed with the carrier.

Repaired or replaced products shall be subject to the terms of this Warranty and are inspected when packed for return shipment.

Disclaimer of Other Warranties: This Warranty (and any repair and replacement as provided herein) is the sole and exclusive remedy of any claims relating to items purchased through VLT; and no other warranties, express or implied, are given, including warranties of merchantability or fitness for any particular purpose. VLT shall not be liable for any incidental or consequential damages for breach of any express or implied warranty on this product. VLT will not be responsible for any representation, promise or expansion of this limited warranty by any dealer, sales or manufacturing representative or distributor of the products covered by this warranty. In the event that there is any statutory expansion of the provisions of the warranty expressed herein, the item will be deemed purchased on an as-is basis as to such expansion. Except as provided in this limited warranty all items are purchased in an as-is condition.

Please contact VLT for any technical help with your illuminators or to verify that you qualify for warranty repair or replacement.

Limited Warranty

Visual Lighting Technologies (VLT) warrants its products (not including damage to product incurred during shipment or transportation; see also VLT Terms and Conditions) as follows:

- **Diamond Line Optical Fiber and Sta-Flex Fiber:** VLT grants a pro-rated limited warranty for five (5) years guaranteeing that the Diamond Line and Sta-Flex Optical Fibers will transmit light along its length and be substantially free of voids and contaminants subject to the Warranty Terms and Conditions detailed below. The pro-rated, limited warranty requires the Purchaser to bear a portion of the retail costs to repair or replace the Diamond Line or Sta-Flex fiber as follows:

- (i) **First Year:** Purchaser pays 0% of the then current suggested retail costs of any materials used for repair or replacement;
- (ii) **Second Year:** Purchaser pays 35% of the then current suggested retail costs of any materials used for repair or replacement;
- (iii) **Third Year:** Purchaser pays 50% of the then current suggested retail costs of any materials used for repair or replacement;
- (iv) **Fourth year:** Purchaser pays 75% of the then current suggested retail costs of any materials used for repair or replacement;
- (v) **Fifth Year:** Purchaser pays 90% of the then current suggested retail costs of any materials used for repair or replacement.

VLT reserves the right to charge for all labor required to perform repair or replacement of the Diamond Line of Sta-Flex optical fiber.

- **RCP Harnessing:** VLT guarantees for a period of five (5) years from the date of purchase that the RCP Harnessing will not deteriorate, overheat, and/or melt fibers as long as the RCP Harness is used in Roblon illuminator that is mounted in accordance with VLT installations instructions and subject to the Warranty Terms and Conditions detailed below.
- **LED Products:** VLT guarantees that all LED products sold by VLT will be free of defects in material or workmanship for a period of three (3) from the date of purchase subject to the Warranty Terms and Conditions detailed below, (excepting those products manufactured by Ilti Luce, which are guaranteed for a period of one (1) year).
- **LED Drivers:** VLT guarantees that all LED driver products sold by VLT will be free from defects in material or workmanship for a period of one (1) year from the date of purchase subject to the Warranty Terms and Conditions detailed below.
- **All VLT Products:** Except as otherwise noted herein, VLT guarantees that all products sold by VLT will be free from defects in material or workmanship for a period of two (2) years from the date of purchase subject to the Warranty Terms and Conditions detailed below.
- **Electronic Ballasts:** VLT guarantees that all Electronic Ballasts sold by VLT will be free from defects for a period of one (1) year from the date of purchase subject to the Warranty Terms and Conditions detailed below.
- **Lamps:** VLT does NOT guarantee nor warranty lamp life including, but not limited to, the lamp life of any CDM, Halogen and/or LED lamp within an individual LED fixture except as otherwise specifically provided herein.

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