Terms & Conditions of Sales

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.

PRICES, SPECIFICATIONS, & QUOTATIONS
Prices and specifications are subject to change without notice. Written quotations shall be firm for a period of 30 days from the date of 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.

All layouts, bill of materials, photometric calculations or additional information provided by JLC-Tech in support of project initiatives are the responsibility of the agent and/or contractor to validate. JLC-Tech cannot be held responsible for costs incurred in connection with errors or inconsistencies in provided material.

DELIVERY
Estimated shipping dates are approximate and shall not be deemed to represent a fixed or guaranteed shipping date. Estimated lead-time for standard product is 2-10 weeks (depending on product type and quantities) from accepted order date, the release date (for a hold order) or the payment date on prepaid orders. Estimated ship dates are subject to ship ahead of schedule at the discretion of JLC-Tech. Hold-For-Release orders DO NOT commit inventory, however arrangements can be made to ensure material is available as required. Custom orders are subject to extended lead times. Rush orders may be subject to an additional charge, may require prepayment and are non-cancellable. 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 stipulates otherwise. All such shipments will be separately invoiced and paid for when due. Delay on any partial shipment shall not relieve the client of the obligation to accept the remaining shipments. JLC-Tech LLC is not responsible for any loss, damage, or delay to goods arising from or related to shipment handled by third-party carriers.

PAYMENT TERMS
All invoices are in US or CAD dollars. MasterCard, Visa and American Express credit cards are accepted for orders under $1,000 US dollars. All other orders can be paid with a business check or wire transfer check. Canadian orders to be paid by wire transfer only. Please contact JLC-Tech administration for detailed account information.

Please note: All first orders from new customers require full payment prior to shipment. Upon approved credit, payment terms for subsequent orders are **net-30** days from the date of the invoice. Orders over $50,000 require a deposit of 50% prior to first shipment, with the balance being due **net-30** days from the date of invoice (for customers on terms).

Custom orders require deposit upon order and payment in full prior to shipment. Custom orders are considered final and released into production after 48 hours. Custom orders are non-cancelable and non-refundable.

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 shipments to customers with a past due balance. Clients with accounts in default may have their terms revoked and return to pre-payment status.

FREIGHT TERMS AND CHARGES
FOB Factory on all shipments under $10,000 US dollars and $15,000 CAD dollars. All orders will be shipped ground with standard freight terms unless otherwise specified by the customer in writing. All commercial carriers (i.e. UPS, FedEx, DHL) for small package shipments will be automatically insured for the product's commercial invoice value unless otherwise specified by the customer in writing.

For orders less than $10,000 USD ($15,000 CAD) dollars and requiring prepayment, JLC-Tech reserves the right to invoice all shipping fees without preapproval. Freight shipments with commercial carriers (i.e. UPS, FedEx, DHL) as well as non-commercial carriers will include the carrier's standard insurance and will NOT be insured for the products' commercial value unless specified by the customer in writing. Freight, insurance, customs, brokerage, and duty charges will be paid by the client through the client's shipping account or on a COD basis. In the absence of these two previously mentioned options, JLC-Tech 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 and $15,000 CAD 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 or $15,000 CAD dollar value requested by customer prior to estimated ship date (ESD) will be billed to the customer with partial shipment invoice and is due at term.

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.

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Terms & Conditions of Sales

WARRANTY

JLC-Tech LLC will replace or repair, at its discretion, any part found defective within five (5) years from product ship date. 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 JLC-Tech.

JLC-Tech LLC products are designed and engineered to high quality standards in accordance with UL, CSA or CE standards. 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. The warranty is based on LED lumen depreciation LM80 industry standards. LED failure due to improper installation or application is not covered by warranty. Consult factory with any concerns.

RETURNS & CANCELLATIONS

Any returns are subject to a restocking charge of up to 50%. Returns must be preapproved by JLC-Tech and a written "Returned Goods Authorization" (RGA) must be obtained prior to return. After RGA is issued, all products must be returned within 15 days. 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 and packed in such a manner to prevent damage. No return shipments will be accepted unless prepaid. Unauthorized returns will remain the 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 receipt and inspection of returned products. Return requests made more than 6 months after the invoice date are not eligible for a refund. Orders cancelled or changed after 48 hours from receipt of purchase order and before shipment are subject to a cancellation/change order fee up to 25%. Custom orders are non-cancelable and non-refundable.

SERVICEABILITY: END-OF-LIFE POLICY STATEMENT

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 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.

SAMPLES

DEFINITION

Samples are 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.

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 <SAMPLES> order) in which case sales commission is payable (standard lead times and terms & conditions apply).

DELIVERY

Samples will be shipped on a priority basis.

PAYMENT TERMS

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

FREIGHT ALLOWANCE

There is no freight allowance for samples. All freight for samples must be prepaid, even if samples are returned. All sample orders are FOB factory. All orders will be shipped ground freight with standard freight terms unless otherwise specified by the customer in writing. Freight charges will be paid by clients 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 (Returned Goods Authorization) and attaching the SAMPLE RGA to the returned shipment. Please reference 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 that are returned damaged will be credited based on their condition and original price.

Print Name	**Signature**	**Date**
_____	_____	_____

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