

Terms Of Sale

This terms of sale exists between Green LED Lighting Solutions, LLC (“GLLS”) and (“Buyer”).

Purchaser acknowledges and agrees that they have reviewed all quotes and attachments prior to placing this order and ensured its accuracy. GLLS is not responsible for inaccuracies in orders. Purchaser acknowledges and agrees that the contents of this order encompass their entire order and no outside documents, including but not limited to phone calls, emails, faxes, etc., are to be incorporated into this order. Purchaser acknowledges and accepts that written purchase orders must mirror this order and acknowledges this is the responsibility of the Purchaser. Purchaser further acknowledges and accepts the order as the controlling document regardless of any outside communications that may indicate otherwise. GLLS is not responsible if purchaser later finds inaccuracies in this order, regardless of other communications.

Product Returns and Exchanges

Buyer acknowledges that upon receipt of product Buyer has (30) thirty business days to notify GLLS if the order received is not satisfactory. This includes receipt of wrong product, order not filled completely, missing parts, etc. Thirty days after receipt, GLLS assumes Buyer’s order has been processed and fulfilled properly.

During the thirty day period if Buyer wishes to return any unused product for return or exchange for any reason other than incorrect product received, a re-stocking fee may apply as outlined in section 2. Only product in new condition, or custom cut product that was cut by GLLS, is eligible for return.

Re-stocking Fees

Returned product that is in the same condition as received and was not cut by GLLS (ie. complete product roll) is subject to a 10% re-stocking fee. Product that was custom cut by GLLS and returned is subject to a 25% re-stocking fee. Product that has been cut or altered by Buyer, or shows signs of visible use, is not eligible for return.

Custom Products and Orders

Custom made products, which are defined as those products that have been produced specifically to buyers specifications, are not eligible for return or exchange. Custom products that contain defects will be replaced or repaired consistent with the warranty terms but are not eligible for refund.

Custom orders are those orders which are put into production specifically at Buyer’s request. Custom orders always require lead times. Buyer acknowledges that any payments or deposits placed on custom made products and custom orders are non-refundable once production has begun.

Lead Times and Product Delivery

GLLS does its best to estimate lead times, when applicable, and estimate delivery dates. However, due to factors that are often beyond our control, Buyer acknowledges that GLLS has made no guarantees as to the actual date of delivery. Buyer further acknowledges that this sale is no way contingent upon a specified date of delivery. GLLS accepts no liability for any costs incurred should Buyer have project deadlines that are not met.

Expedited Shipping & Order Processing Times

If Buyer elects to have their order shipped via expedited shipping methods, Buyer acknowledges that expedited shipping refers to the actual shipping method and begins after the order has been processed, produced (if applicable) and packaged. Buyer acknowledges that an order may take up to 48 hours to process for shipment and any expedited shipping times do not include order processing times. Although GLLS does its best to promptly fulfill and process orders for shipment, buyer acknowledges that no guarantees have been made as to order processing times, same day shipment, etc. Buyer further acknowledges that expedited shipping only refers to the actual shipment method and expedited shipping fees will not be refunded after shipment due to order processing delays.

Product Warranty and Defect

The specific warranty terms and periods for your purchase will be outlined in the product documentation relating to the product(s) purchased. If you have any questions on this, please speak to your Account Manager.

GLLS product warranty is a parts only warranty and does not include labor, costs of installation, equipment rental, etc. GLLS assumes no liability for replacement costs and Buyer hereby acknowledges that GLLS is not responsible for any replacement costs aside from material replacement should product failure occur. Buyer also acknowledges that the warranty only covers defective product and GLLS will only replace the actual defective product, not the entire order. GLLS also reserves the right to repair failed product should that option exist.

Purchaser acknowledges and agrees that GLLS' warranty is a parts-only warranty. In the event of product failure, GLLS is only responsible for product replacement and no other ancillary costs, such as but not limited to, labor, permits, equipment rental, 3rd party civil liability, etc.

Product Return and Warranty Return Procedures

If Buyer wishes to return a product for return or exchange within the (30) thirty day window outlined in Section 1, Buyer must promptly contact GLLS and a RMA will be issued detailing the return procedures and timeframes. Should Buyer fail to return the product within the timeframe outlined in the RMA, no refund or exchange will be given.

If Buyer encounters product failure during their warranty period, Buyer must notify GLLS and a RMA will be issued for the defective product detailing return procedures and timeframes. GLLS requires that Buyer return defective product for inspection prior to shipping replacement. If Buyer is unable to do this, Buyer acknowledges they will be required to purchase the replacement product and will be credited back the purchase price once the defective product is returned.

Governing Law

Purchaser agrees that any disputes arising out of this transaction shall be litigated in the State of Nevada, under the laws of the State of Nevada.

GILLS Global 5-Year Limited Warranty

Terms & Conditions

GILLS is committed to providing defect-free products that operate trouble-free. All GILLS manufacturing facilities are ISO 9001 registered and maintain strict quality assurance standards. Within the terms of this Limited Warranty, GILLS' products are warranted to meet the performance criteria outlined within the written specification/manuals/data sheets and be free of defects in material and workmanship.

This Limited Warranty is in effect for the warranty period of 5-year (60-months) for all GILLS branded LED Lighting Products from the date of purchase to the original buyer. GILLS does not warranty any third-party products supplied by GILLS.

GILLS shall make the determination of whether a product is defective in its reasonable discretion with consideration given to the overall performance of the product. If a Product has been deemed defective in its materials or workmanship, GILLS will repair or replace (at GILLS' sole discretion) the defective product at no charge, excluding labor. GILLS reserves the right to use similar, new, reconditioned, refurbished, repaired or remanufactured product or parts in the limited warranty solution process. This shall be the customer's sole remedy concerning any GILLS product. The aggregate remedy for any claim shall not exceed the total amount of the purchase price for the defective product.

Under no circumstances will GILLS be required to give a refund. The cost of labor or administration is not included under this Limited Warranty.

This Limited Warranty only applies to reasonable indoor and outdoor usage of the product in commercial applications, when properly installed and wired in accordance with all instructions, building codes, the latest UL Standards of Safety, NEC, CSA or any other domestic or international safety agencies.

Any defect in a product arising out of the product's unreasonable use shall not be covered by this Limited Warranty. For example, operating conditions of/for the product must not exceed temperatures or other exposures outside the range of the product's rated limits set by GILLS. This Limited Warranty does not cover damage or failure caused in part by improper installation, use, operation, storage, maintenance, acts of God, extreme weather, lightning strikes, power surges, induced vibration, civil unrest, vandalism, general wear or aging, sun damage, mechanical and power connections, or any circumstances that are not applicable to the reasonable use of the product. General wear or ageing is not considered a product defect if it does not result in inoperable conditions. A product shall not be regarded as defective solely because of the failure of individual LED components contained in the

product to emit light if the number of inoperable components is less than fifteen (15%) of the total number of LED components in the product.

As part of this Limited Warranty, GLLS acknowledges and understands that its products often require professional installers, permits, equipment rental, third-party labor, and other associated costs of installation. However, GLLS expressly disclaims any warranty for any of these costs in the event of product failure. Any costs of installation of warranted product shall be borne solely by the purchaser, with GLLS' sole responsibility being the repair or replacement of the defective or failed product.

Similarly, GLLS' Limited Warranty does not include any on-site visits to inspect product. GLLS reserves the right to require the return of potentially defective product for inspection, at GLLS' expense, prior to repairing or replacing. GLLS also reserves the right to deny any warranty claim if the purchaser is unable to return the product for inspection. If time is of the essence, the customer has the option to purchase replacement product, subject to refund after return and inspection of defective or failed product.

This Limited Warranty is automatically voided by the use of non-approved third-party controls, power supplies or any other manufacturer's components, or if the product is used outside of its intended applications or for the stated purpose or conditions for which it is designed, as stated in GILLS's written data sheets and installation instructions.

For replacement/repair service of an alleged defective product under this Limited Warranty, the original owner at the time of the initial installation of the product must contact GILLS for a Return Material Authorization (RMA) number and provide GILLS with the original contractual documents for the purchase of the product. RMA numbers may be obtained by calling customer service at (888) 580-6366 in North America, +1 (702) 703-1601 Worldwide. Information and troubleshooting assistance are available at these numbers.

Once an RMA number is obtained, the alleged defective product shall be returned (at the customer's expense) directly to GILLS or the location designated by GILLS at the time the RMA is issued. The product must be returned within thirty (30) days of RMA issuance for the RMA to remain valid. All shipping boxes and packing slips must be marked with the valid RMA number.

If a solution for the alleged defective product is required immediately, the customer may order (at their own expense) the replacement product required to solve the immediate issue from GILLS. If the customer purchases an immediate replacement of a product from GILLS that is found to be defective and covered by this Limited Warranty, GILLS will issue a credit for the replacement product and standard shipping. If the product that is returned with the RMA is found to be a defective product and covered by this Limited Warranty, GILLS will provide the remedy outlined in this Limited Warranty and any replacement product will be provided with standard shipping (free of charge). If the product that is returned with the RMA is not found to be defective product by GILLS, GILLS will return the product to the customer at the customer's expense.

GILLS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED (INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), OTHER THAN AS SET FORTH IN THIS LIMITED WARRANTY. THIS LIMITED LIABILITY DOES NOT COVER, AND UNDER NO CIRCUMSTANCE SHALL GILLS BE LIABLE FOR, ANY INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO ANY DEFECT IN OR NON-PERFORMANCE OR IMPROPER PERFORMANCE OF THE PRODUCTS. IF ANY TERM OR PROVISION OF THIS LIMITED WARRANTY IS INVALID, ILLEGAL, OR UNENFORCEABLE IN ANY JURISDICTION, SUCH INVALIDITY, ILLEGALITY, OR UNENFORCEABILITY WILL NOT AFFECT ANY OTHER TERM OR PROVISION OF THIS LIMITED WARRANTY OR INVALIDATE OR RENDER UNENFORCEABLE SUCH TERM OR PROVISION IN ANY OTHER JURISDICTION.