



## Terms & Conditions

This **Terms & Conditions** ("Agreement") will become a binding contract when it is accepted by written acknowledgment or by the sale of **LiteGear, Inc.'s** ("Company" or "LiteGear") products and services ("Products") to Customer. All direct sales of LiteGear Products are subject to the terms and conditions of this Agreement, regardless of other or additional terms and conditions that conflict with or contradict this Agreement in any purchase order, document, or communication. Preprinted terms and conditions on any document, including, but not limited to, Purchase Orders or Confirmations and/or failure by Company to object to conflicting or additional terms are not effective to change or add to the terms of this Agreement. Only additions, modifications, or deletions of this Agreement made in writing and signed by an authorized signatory of the Company are effective.

**1. Pricing of LiteGear Products.** Prices quoted do not include taxes, transportation costs, impositions and any other charges, fees, shipping charges or duties imposed by any government authority. Customer is responsible for any additional fees and taxes.

Prices are subject to change at the Company's sole discretion. Customer understands that price changes are normal due to a number of factors including, but not limited to, inflation, exchange rate fluctuation, tariffs, raw material market status, etc.

Company shall have the right at any time to introduce new Products, discontinue the manufacture or sales of any existing Products without incurring any obligation or liability whatsoever.

**2. Order Placement, Credit Terms, and Delivery.** All orders are subject to acceptance by Company and may be declined at any time for any reason. Orders for special, build-to-order, custom, value-added and Products specifically identified by the Company as non-standard are non-cancelable and non-returnable ("NCNR"). Once accepted & confirmed by LiteGear, sales of standard Products are considered binding, and Customer may not cancel or reschedule orders unless an appeal in writing is approved by Company, in which case the cancellation will be subject to a twenty percent (20%) restocking fee set by LiteGear.

Customer can place orders online at any time, through any electronic data interchange, internal, or third-party portal, or any other electronic means ("Electronic Purchase Order"). If Customer places an Electronic Purchase Order, this Agreement will apply to the purchase and sale of Products between Customer and Company.

Regardless of the method of order placement, Customer must obtain a quote number from Company as proof that the order has been properly placed. Company assumes no responsibility for orders not placed due to any reason, including, but not limited to, email routing problems or distractions of junk mail. Customer must review quotes for accuracy. Correction of errors in the quote are fully incumbent on the Customer, irrespective of the origin of such errors.

The terms on all orders are net cash. Payment must be made as provided in section 3 below. Customers must apply for credit and upon approval, a credit limit and payment terms will be provided. Should the Customer exceed their credit limit, then all subsequent sales revert to the original cash terms until the account becomes current or the credit limit is raised.

LiteGear may extend or revoke credit at its discretion and may change Customer's payment terms at any time. LiteGear may apply payments to any of Customer's accounts. When credit is extended to Customer, Customer agrees that title to all Company Products with right of repossession for default shall remain with Company until the purchase price is paid in full. Credit will be extended to Customer after execution and filing of security agreements and related documents satisfactory to Company. Company may suspend or reduce Customer's credit limit or take other steps necessary to protect Company's interest.

All pricing is FOB LiteGear, Inc., 4406 Vanowen Street, Burbank, California, 91505, USA. Customer is responsible for all transportation costs, federal, state, and local taxes as well as all importation fees, insurance, and duties. LiteGear will ship to the Customer's location, or all drop-ship addresses provided, but LiteGear will not be responsible for inaccurate addresses and/or any related shipping charges. Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. LiteGear's delivery dates are estimates only and LiteGear is not liable for delays in delivery. LiteGear reserves the right to make partial shipments and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an order does not entitle Customer to cancel other deliveries.

At the time of order, Company may provide estimated shipping costs for reference purposes only. Customer agrees that shipping cost estimates are merely estimates and Company makes no warranty as to the accuracy of such representations. Company shall post the actual shipping cost at the time of shipping as per shipping carrier's actual charge amount. Company may use a different shipping carrier for the same delivery type without notice to Customer if company deems it economically beneficial for Customer.

**3. Payment on Orders.** Full payment must be made prior to shipment of order via TT wire-transfer, ACH, bank check, or credit card (a 3% fee shall apply). Payment terms are net cash except where satisfactory credit is established based upon the Company's acceptance and approval. Company reserves the right to revoke any credit extended at Company's sole discretion. Customer agrees to pay such invoices by the invoice due date regardless of other scheduled deliveries. Invoices that are not paid within thirty (30) days of the invoice due date will incur a seven- and one-half percent (7.5%) APR finance charge and invoiced every thirty (30) days until the balance is paid in full. The finance charges will be assessed against the unpaid balance from the due date until the date that a payment is received.

For all payments made by bank check, payment must be cleared by the transaction bank before the delivery is made. For a returned check due to insufficient funds, a \$35 returned check fee will be added to Customer's balance and Customer agrees to pay such amount.

**4. Return Policy.** Company offers returns and exchanges on any unopened and unused products within 14 days of delivery. All refunds will be issued back to your original payment method, wherever possible. In the unlikely event that your authorization period has ended, Company will issue a manual credit. All returns are subject to a 20% restocking fee.

Company only accepts products that have been purchased directly from LiteGear. If purchased from a third party or dealer, the Customer must contact them regarding their return/exchange policy. If an order included a customized/complete kit, no exchanges/returns on individual components are issued – the entire kit would be required for exchange/return.

To initiate a refund/exchange request, email [info@litegear.com](mailto:info@litegear.com) with the below information: original order/invoice number, product(s) requesting to send back, and designate whether looking to return or exchange for a different product.

A return authorization number and a return address will be sent to the Customer. Customers are responsible for shipping products back to LiteGear.

Final Sale items are not able to be returned or exchanged.

Company monitors account activity and reserves the right to refuse transactions, assess restocking fees, and/or close accounts based on order or returns behavior/abuse.

**5. Warranties and Limitations on Liability.** The Company warrants that all of its Products are free from defects in material and workmanship under normal use and service for a period of one (1) year. The Warranty Period will begin at the date of original Product purchase from either LiteGear or an authorized Customer, whichever is later. LiteGear will repair or replace products covered under this warranty with components at LiteGear's election or discretion. Advances in technology may lead to "better or advanced" products being selected for replacement. All repairs covered by this warranty must be done at the LiteGear factory or an authorized Service Center. Charges for labor, materials and return shipping to the Customer are the responsibility of LiteGear if it is determined, at the sole discretion of LiteGear, that the fault was with the Company. If it is determined that either no fault exists by LiteGear, or the damage to be repaired was caused by negligence of Customer, its agents, employees, or customers, then Customer agrees to pay all charges associated with each such repair including freight, labor, and materials. Repair of the damaged product will not be done without consent from the Customer. To initiate a warranty repair, Customer must first obtain an RMA from LiteGear Customer Experience. Goods must be appropriately packed, insured, and shipped. **THIS CONSTITUTES THE SOLE WARRANTY MADE BY LITEGEAR EITHER EXPRESSED OR IMPLIED.**

In no event shall LiteGear Inc. pay for the cost of labor, installation or finishing of the replacement or original LEDs or for any other cost relating to the replacement of the LEDs. All known or visible defects or mistakes in shipment must be reported to LiteGear Inc by the Customer before the product is installed or used, otherwise the product shall be deemed correct and/or acceptable.

Any tampering, misuse or negligence in the handling or use of LiteGear Products renders the warranty void. Further, the warranty is void if at any time: (1) Customer, its agents, employees, or customers attempt to make any internal changes to any of the components of LiteGear Products; (2) if at any time the power supplied to any part of a LiteGear Product exceeds the rated tolerance; (3) if any external device is attached by Customer, its agents, employees, or customers and creates conditions exceeding the tolerance of the equipment; (4) if at any time an adhesive seal is broken, removed or defaced, and (5) the Product is exposed to elements beyond the ingress protection rating as documented in Product Specifications or other documentation. Additionally, all Product warranties are valid only if all major components installed in a system have been provided by LiteGear. LiteGear does not warrant the use of any of its Products when used with other, third-party, non-LiteGear components.

LiteGear will transfer to Customer any Product warranties and indemnities authorized by a third-party manufacturer, including any transferable warranties and indemnities for intellectual property infringement. LiteGear warrants the Products will conform to the manufacturer's specifications. LITEGEAR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED FOR PRODUCTS NOT MANUFACTURED BY LITEGEAR. LITEGEAR MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT FOR SUCH PRODUCTS. If such Products do not meet manufacturer's specifications, the Product warranty support will be, at LiteGear's choice: (1) repaired or (2) replaced at no cost to Customer. Customer must return Products to LiteGear, along with acceptable proof of purchase, within the warranty period specified by the manufacturer with freight charges prepaid. The warranty shall immediately terminate if Customer or a third-party change or try to repair a Product without the prior written consent of the LiteGear. Customer agrees to be fully liable for damages resulting from its own instructions or recommendations for Product usage.

Products are not authorized for use in critical safety situations or where a failure or malfunction of the Product may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Customer or end-user uses or sells the Products for use under such circumstances, Customer acknowledges that such use or sale is at Customer's and/or end-user's sole risk. Customer will indemnify, defend and hold LiteGear and the third-party manufacturer harmless from and against any and all liabilities and costs or attorney's fees arising out of or in connection with such use or sale.

It is the sole responsibility of Customer to thoroughly test each Product and part number under its unique parameters and environments to ensure a Product will work properly and reliably and to ensure no damage was caused in the shipment of product to Customer. Under no circumstances does Company warrant and/or represent that a Product will work according to Customer's particular application of the Product.

All Product defects or miss-shipments shall be brought to the attention of LiteGear within five (5) days of Customer receiving product(s). No miss-shipments, such as shipping the incorrect part number to Customer, will result in liability to LiteGear. It is the sole responsibility of Customer to verify that part(s) received are the correct parts ordered by Customer.

LiteGear is also a Customer of certain Third-Party Products, and in the case of a defect in Third Party Products, the warranty of the individual manufacturer shall apply to the Product. The warranty period shall be defined for each manufacturer and their part number separately as requested and required. Under all conditions, the liability shall be limited to the repair or, at the manufacturer's sole discretion, substitution of goods which prove to be defective. In any event, there shall be no further liability, remedies or claims against LiteGear and its manufacturer(s) of the Product. In particular, Customer has no right to rescind a contract, ask for reduction of price or any compensation, such as compensation for any special, actual, consequential, incidental or indirect damages, or any loss of profit, revenue or data based upon non-performance or breach of any of its obligations, whether based in contract, tort, or otherwise. Further, neither LiteGear nor its manufacturer(s) shall be liable for damages resulting from improper use, incorrect implementation, or shipments of incorrect part numbers to Customer or third parties, or for misuse where Product specifications, operating instructions or specifications set forth by the manufacturer are exceeded or violated by Customer or third parties.

**6. Indemnification, Limitation of Liability and Confidentiality.** Customer shall indemnify and hold harmless Company, its employees, officers and directors and its manufacturers from any and all loss, liability, incidental and consequential damages, cost, actual attorney's fees or expense incurred by Company to the extent arising out of any claims or suits brought by third parties against the Customer by reason of any breach of Customer covenants or obligations contained in this Agreement or any other agreement between the parties.

Customer will indemnify, defend and hold Company, its employees, officers, directors and shareholders and the third-party manufacturer harmless from and against any and all claims, demands, liabilities, judgements, settlements, costs and actual attorney's fees arising out of or in connection with the use or sale of Company Products, including, but not limited to, claims for injury or death, fire, property damage, loss of profits, consequential damages, or any claims from Customer or third parties based on the Company's compliance with Customer's designs, specifications, or instructions; modification of any Products by anyone other than Company; or use of Company Products in combination with any non-Company Product. In the event that it is determined that Company exhibited gross negligence or willful misconduct, then damages will be limited to the cost of the Product.

Force Majeure. Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations when caused by Acts of God, strikes, acts of war, unavailability shortage of supplies or material or labor or any other cause beyond the reasonable control of the said party.

The Customer acknowledges and agrees that all information provided to Customer by LiteGear concerning its products, designs, specifications, marketing, quotes, contract terms, costs, pricing, product availability and technical information concerning its products is confidential and proprietary information of LiteGear. Customer agrees not to use any LiteGear information for any purpose other than as permitted or required for the performance by Customer of its obligations under this agreement. Customer further agrees not to disclose a technical, commercial, or other information which has been disclosed to it by LiteGear in connection with the negotiation and performance of this agreement, and to take all necessary measures to prevent any such disclosures by its employees, agents, contractors, or consultants. The parties agree that a violation of this section 6 by Customer will cause Company irreparable injury, which cannot be reasonably or adequately compensated in damages in an action at law. Therefore, the parties hereto expressly agree that in the event of such breach by Customer, LiteGear shall be entitled to injunctive and other equitable relief without bond or other security in the event of such breach in addition to any other rights or remedies which such party may possess restraining the breaching party from publishing, using, disclosing, or divulging, in whole or in part, any such confidential information.

**7. Trademarks And Property Rights.** Company expressly prohibits the direct and indirect use, reference to, or other employment of its name, trademarks, or trade name(s), except those specifically authorized by the Company in writing. Preapproval in writing and signed by an authorized LiteGear manager is required for any and all uses of its trademarks or trade names.

To maintain the Company's brand recognition, advertising and other promotional material for Company Products must be submitted to LiteGear prior to use and may only be used with the Company's written consent. Any use of the Company's name, logo or other brand identifying likenesses must adhere to the Company's brand guidelines, which shall be provided by LiteGear to Customer upon request.

**8. Export/Import.** Certain Products sold by LiteGear and other related technology and documentation are subject to export control laws, regulations and orders of the United States and the export or import control laws and regulations of other countries. Customer will not directly or indirectly export or divert any Products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited. Customer agrees it is responsible to obtain any license to export, re-export, or import as may be required.

**9. Product Information.** Product information, including information related to a Product's specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by LiteGear from its suppliers or other sources. Such information is provided by LiteGear on an "AS IS" basis. LiteGear makes no representation as to the accuracy or completeness of the Product information, and disclaims all representations, warranties, and liabilities under any theory with respect to the Product information, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. LiteGear recommends Customers validate any Product Information before using or acting on such information. All Product information is subject to change without notice. LiteGear is not responsible for typographical or other errors or omissions in Product information.

**10. Disclaimers.** If Customer has reason to believe it has any claim against Company in any respect for any transaction arising out of this Agreement, Customer shall notify Company in writing within sixty (60) days after Customer knows, or has reason to know, the basis of any such claim. Failure to give the claim notice shall relieve Company from all liability on any claim with respect to any transaction arising out of this Agreement.

Customer is not the agent or legal representative of Company for any purpose whatsoever. Customer is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Company or to bind Company in any manner.

**11. Governing Law; Jurisdiction and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California applicable to contracts to be performed within the State of California without reference to its conflicts of law principles and applicable U.S. laws. As part of the consideration for value received pursuant to this Agreement, and regardless of the location of any present or future domicile or principal place of business of either party, each party hereby irrevocably consents in advance to the personal jurisdiction of the Superior Court of Los Angeles County, California, or the United States District Court for the Central District of California, to hear and determine any claims or disputes brought against such party by the other party and pertaining to this Agreement or to any matter relating to or arising out of this Agreement. The Parties hereby expressly waive any treaties or convention requirements covering service of process that might otherwise be applicable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret to provision of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors, and assigns.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and the Agreement shall be amended only by a writing signed by the parties hereto.

**12. Resolution of Disputes.** The parties understand and agree that disputes may arise during the term of this Agreement. In order to resolve any such disputes in a timely and effective manner, the parties agree to utilize non-binding third party mediation before resorting to any other legal means. The non-binding mediation shall be conducted using a mediator or mediation service of mutual choice. If a selection cannot be made, the mediation services of the American Arbitration Association shall be used. The parties shall share equally in the cost of the non-binding mediation but shall bear their own presentation expenses and attorney's fees.

In the event that mediation between the parties is unsuccessful in resolving any dispute arising under or related to this Agreement, the parties mutually agree to submit the dispute to final and binding arbitration. A written request to submit to arbitration must be made and served on the other party within the statute of limitations for making such a claim under California law. The arbitration will be conducted by a single neutral arbitrator mutually selected by the parties. If the parties are unable to agree on a neutral arbitrator, either party may obtain a list of arbitrators from a state or federal mediation service. The parties will alternatively strike names from the list until only one name remains; the remaining person shall be the arbitrator. Arbitration shall be held in Los Angeles County California at a mutually convenient location. Any discovery relevant to the arbitration shall be governed by the rules of discovery as set forth in California Code of Civil Procedure § 1283.05. The arbitrator shall permit discovery as appropriate to the nature of the claim and adjudication thereof.

Following a hearing, the arbitrator shall issue a written opinion and award deciding all issues submitted. The arbitrator's award shall set forth the legal principles supporting each part of the opinion. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties, and which are determined to be supported by credible, relevant evidence. In no event will the prevailing party be entitled to any remedy in law or equity which exceeds the amount that could be awarded in a Court of law. The parties agree that if the parties engage in arbitration pursuant to this Agreement, the prevailing party shall receive as part of the award, its reasonable attorney's fees and costs in the arbitration.

If any Court of competent jurisdiction declares that any part of this arbitration provision is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts of this Agreement and the illegal, invalid or unenforceable part will be enforced only to the extent permissible under the law.