

GLO Sales Agreement / Warranty

The undersigned certifies that he/she is an authorized representative of _____ whose business name, address and contact information is set forth on the signatory lines below. The undersigned also certifies that this document shall serve as a valid confirmation for Project ID # _____.

The Terms and Conditions of Sale (“Agreement”) shall apply to all sales of products by Global Lighting Organization, herein referred to as GLO, an LLC of the State of California. The terms of sale are not binding unless accepted by signature below.

MINIMUM ORDER: GLO does not have a minimum order for purchase.

DELIVERY: GLO offers shipping on all “in stock” lighting products within 48 hours of signed purchase order. Custom orders may take 2 – 4 weeks to ship FOB factory and up two three additional weeks for delivery based on shipping preference.

FREIGHT: Shipments on lighting products where GLO will not be responsible for installations, freight will be prepaid and billed on your invoice for the cost of the shipping carrier charges only, unless previously approved otherwise. GLO does not charge any handling fees associated with shipping your product. GLO will always price shop on behalf of the customer for the lowest rates available on truck load shipments. Partial shipments will be made at the discretion of the customer, provided the customer pays excess freight. When GLO bears the cost of shipment, we reserve the right to ship all orders in one complete shipment though we will always make every attempt to satisfy the customers’ requests. Partial shipments may be made at our discretion. GLO will not be responsible for storage charges or cartage charges beyond the destination address acknowledged by GLO.

PAYMENT TERMS: All invoices must be paid on or before the due date as outlined on your invoice. For customers that utilize the financing options offered by GLO, your invoice will reflect a payment schedule for all monthly payments and is the responsibility of the customer to send payments on time. No additional invoices are sent out by GLO for customers paying monthly. An additional fee of 2% per month will be charged by on all invoices which are past due. Should it be necessary for GLO to institute formal collection proceedings to collect any past due amounts from customer, GLO shall be entitled to recover its attorney's fees and other costs associated with the proceedings. Notwithstanding the acceptance of any order by GLO, we reserve the right not to ship material to any customer not paying in accordance with our terms or who, in the sole opinion of GLO, may be unable to meet its payment obligations to GLO.

CLAIMS: Sales of GLO products will be F.O.B. Los Angeles, CA. Title and risk of loss to all products shall pass from GLO to our customers upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur. When shipments of GLO products are to be made via company truck, title and risk of loss to the products shall pass to our customers at time of delivery to the final destination or to the forwarding carrier. All claims for loss or damage in transit must be made by customer to both the carrier and GLO within 5 working days.

RETURN MERCHANDISE TERMS: No merchandise shall be returned by the customer without prior authorization. This will be issued at the discretion of GLO and must be requested by the customer within 30 days of the original shipment date. Returned merchandise must be in its original sealed cartons. All returned merchandise must be in salable condition in order to qualify for credit. No special products, non-stocking products, custom-made products, outdated or modified versions of cataloged factory stocking items may be returned by the customer. Except for products considered by GLO to be defective in workmanship or materials, all returns will be subject to a minimum 15% handling and factory inspection charge, and a deduction will be made for the freight expense of the original shipment. Merchandise accepted for return must be shipped prepaid to the factory or other destination specified by GLO.

Installation Agreement

Global Lighting Organization, LLC (“GLO”), 1150 Wilshire Blvd. Los Angeles, CA. 90017, warrants to the original purchaser of GLO Domestic LED products manufactured and purchased on or after January 1, 2013 for which the GLO Spec Sheet contains the words “10 year warranty” that, subject to the below terms and conditions of this warranty, when such LED products are installed by a GLO certified technician, they will comply with GLO’s published product specifications for such products and will be free from material defects in material and workmanship for a period of ten (10) years from the date of manufacture by GLO, or, if lesser, 50,000 hours of operation.

The above warranty is extended by GLO only to the original or first end-user purchaser and only for the original installed location. This warranty is non-transferrable, whether by assignment or operation of law. The original purchaser must provide warranty claims to GLO within the warranty period promptly upon discovery and in accordance with GLO’s Repair Procedures as outlined within this document.

Should any defects be found by GLO upon its inspection of the GLO product, GLO’s sole responsibility and liability under this warranty will be to replace the defective product.. All decisions regarding the existence or non-existence of defects or otherwise affecting the warranty shall be made by GLO and shall be final and binding on all parties. Where a defective LED product is replaced under this warranty, the balance of the original warranty period shall remain effective.

Return and Repair Procedures

All warranty requests and or questions are to be directed to GLO’s Customer Service Department (CSD) at 855-456-4533. If deemed necessary based on location of the business, the CSD will issue a Returned Merchandise Authorization (RMA) number which must be included on both the packing slip of the component or fixture being returned and on the outside of the box. You must include your name and contact information, including your email address, on the packing slip so that we can contact you easily. If the fixture in question is a track head, the entire fixture will need to be returned. If the fixture is a recessed or pendant fixture, a portion of the fixture or only the LED Driver (power supply unit) or possibly the LED Board (lens covered lighted section) will need to be returned, depending on the problem being experienced. Please note that for recessed fixtures, the proper ESD (electro-static discharge) procedures must be followed prior to handling the lead to the LED Board. Also, each component or fixture must be packaged very carefully and properly so as to prevent damages in shipment and must be shipped freight prepaid. Please obtain a proof of delivery to ensure that the material is received.

Once the component or fixture has been received and tested, an evaluation report will be provided to the end user via email. This report will clarify the following:

- A) The component / fixture is covered under the warranty policy and will either be repaired or replaced.
- B) The component / fixture is not covered under the warranty policy and the reason for this determination.

If GLO determines that the component or fixture is covered under the warranty, then the appropriate repairs will be started or a replacement fixture will be manufactured and shipped. Please note that in the event the returned component or fixture is found not to be covered under this warranty, you may be subject to for all return shipping charges and fees. For components and fixtures determined to be covered under this warranty prior to the first anniversary of the Manufactured Date, the repaired or replacement component or fixture will be returned to you at no charge. You will be responsible for all other shipping charges.

This warranty policy is valid under the following conditions:

- 1) GLO products sold in the United States. In other regions, other conditions may apply.
- 2) Products have been purchased through GLO directly
- 3) GLO products are applied for their "intended" use which are:
 - a. Products are used per the specifications from the spec sheets.
 - b. Ambient temperatures do not go outside the range of -20 degrees - + 49 degrees Celsius.
- 4) Relative humidity does not exceed 80%.
- 5) A GLO representative must have access to the defective products if necessary. If the products become suspect for any reason, a GLO representative shall have the right to take a further evaluation to verify the nature of the defective products.

ORDER CANCELLATION TERMS: GLO will accept order cancellations from customers prior to shipping for all stock order shipments. Custom orders cannot be cancelled after product has been manufactured. All costs for warehousing and freight on orders cancelled after shipment and/or refused at destination will be charged to the customer.

REFERRAL: If the customer refers GLO to a new client and the client moves forward with an LED retrofit, the customer will be eligible to receive a referral fee. The referral fee shall be 5% of the total invoice; customer will receive 5% off their invoice, if the invoice has been paid them the customer will receive a check in the mail.

REBATE: By signing below, you are designating GLO as your Customer Authorized Agent to act on your behalf to submit rebate and incentive applications and incentives from SCE rebates will be issued directly to GLO. (Form GL-SRB must be included with this contract if GLO will be receiving the rebates.)

Authorized Representative: _____

LIMITATION OF LIABILITY: IN NO EVENT SHALL GLO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, OR IN TORT INCLUDING NEGLIGENCE) NOR FOR LOST PROFITS; NOR SHALL THE LIABILITY OF GLO FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY, USE, MAINTENANCE, REPAIR OR MODIFICATION OF THE PRODUCTS, OR SUPPLY OF ANY REPLACEMENT PARTS THEREFORE, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE PRODUCTS, PARTS, OR SERVICES DELIVERED HEREUNDER WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, OR OTHERWISE.

Tax Type: Purchase of Product is:

X _____ Taxable to Company

_____ Nontaxable to Company

_____ For Resale by Company (Please provide copy of reseller permit)

Company Legal Name _____

Authorized Representative _____

Signature Required

Title

Date

Name of Authorized Representative _____

(Please Print)

Address _____

City _____ State _____ Zip _____

Phone _____