



TERMS AND CONDITIONS OF SALE

ORDERS:

All orders are subject to acceptance by the seller herein, ASD Lighting Corp, which is conditioned on the acceptance by the buyer herein ("Buyer") of these terms and conditions ("Terms"). The Buyer shall accept the Terms by signing the order or invoice upon which these terms and conditions are printed or accepting Products shipped. ASD will confirm orders in writing.

PRICES:

Prices for Products shall be invoiced at the same price as the ASD price prevailing at the time the order is taken. Unless otherwise agreed to by ASD in writing, orders taken for future delivery will be invoiced at the prices prevailing at the time of shipment.

TAXES:

All taxes, duties, imposts, fees, or any charges from any governmental body which shall be levied, imposed on, or increased by any governmental authority, on any unshipped portion of the Products, or on the purchase, sale, holding for sale, distribution or transportation of any Products, shall be added to the purchase price of the Products and reimbursed by the Buyer to ASD, if at any time paid or borne by ASD or collected for the purpose of paying any taxing authority.

SALES:

Products sold on an open account will be due and payable pursuant to the terms and conditions stated on the ASD invoice. All invoices are due within thirty (30) days of the invoice date unless otherwise indicated on the invoices and payments shall be made to the order of ASD. Products are sold at an F.O.B. shipping point. The terms and conditions contained in any ASD invoice, order, or in any discrepancy letter shall take precedence over any terms and conditions set forth in the Buyer's purchase orders or other similar document, unless authorization is otherwise given in writing by the ASD Accounts Receivable Department. Any invoices not paid within forty five (45) business days of the invoice date may be assessed a one and one half percent (1.5%) per month service charge or the maximum rate permitted by law, whichever is lower. The Buyer further agrees to pay such costs, collection agency costs, commissions and/or expenses, and reasonable attorney's fees (including, without limitation, at trial and on appeal). ASD may engage in any manner of lawful collection of any sums from the Buyer, which are past due. ASD will apply all payments by Buyer and credits issued on behalf of the Buyer at ASD's discretion. Buyer will be notified of application by monthly statement.

CANCELLATION:

A request to cancel an order, which has been entered into the ASD order system, must be made in writing and received prior to the order being shipped. If product has already been shipped, buyer will be responsible for all shipping costs associated as well as a 20% restocking fee.

ADDITIONAL OR MODIFIED ORDERS:

In the event that the Buyer desires to add or modify a PO, the Buyer must notify ASD of its request in writing for ASD to make the modification. No verbal requests for modifications will be accepted. Orders that have already shipped cannot be modified or changed and will be considered as a new order and will need to be submitted on a new PO.

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DELIVERY:

ASD shall arrange for the delivery of its Products by a third party carrier to a truck off-loading location on the Buyer's premises as the Buyer may direct or use other means of delivery as ASD may reasonably select.

It is our goal to ship orders the same day. In most cases, orders placed by 2pm can be shipped the same day. Expedited shipments are available upon written request for an additional fee. Such request must be written on the PO. Any special shipping requests or instructions must be noted on the PO and any additional costs associated with such request will be passed on to the buyer. Delivery of any Products by ASD to said carrier F.O.B. shall constitute delivery to the Buyer and shall be subject to the lien of ASD for any unpaid portion of the purchase price of such Products. ASD shall not be liable for any failure to deliver if the failure is occasioned by fire, embargo, strike, or inability to secure materials, or any other circumstances beyond the control of ASD which shall hinder performance of any agreement by ASD. ASD shall have no delivery obligations other than to arrange for delivery of its Products by a third party carrier to a truck off-loading location designated by the Buyer or such other means as ASD shall reasonably select.

FREIGHT AND SHIPPING CHARGES:

ASD offers freight allowed. The freight allowed amount varies depending on what region the shipment is located within the country. Please refer to your online portal at www.asd-lighting.com for current freight allowed amount.

ASD shall pay standard freight charges on any individual order only if the order is for released in one shipment to one destination. ASD will use carriers of its own choice on prepaid shipments. If another means of transportation is requested, Buyer must pay transportation costs. Any extra freight charges outside the standard delivery charge shall be the responsibility of and paid by the customer.

LOSS OR DAMAGE IN TRANSIT:

ASD shall not be responsible for Products lost or damaged in transit. The Buyer will be responsible for checking the shipment upon delivery for total product count and condition. ANY EVIDENCE OF MISSING CARTONS OR VISIBLE DAMAGE TO Products MUST BE NOTED ON THE CARRIER'S DELIVERY RECEIPT. This must be reported to the ASD Customer Service Department by a written notice within 10 business days from the date of receipt of shipment, providing in writing the ASD invoice number, order number, photos that include all damaged products clearly showing all including model numbers and quantities, and an itemization of all damages to the Products. Incomplete claims or claims filed more than 10 business days after the receipt of shipment will not be accepted and no credit will be given. The Buyer shall further provide claims number(s), if any, when reporting damage to Products.

SHORTAGES:

ANY SHORTAGES IN TOTAL PRODUCT COUNT MUST BE NOTED ON THE CARRIER'S DELIVERY RECEIPT. All shortages must be immediately reported to the ASD customer service department, followed by a written notice within 10 business days from the date of invoice, providing in writing the signed packing slip, ASD invoice number, order number and an itemization of all shortages/overages by product code and quantity. Incomplete claims or claims filed more than 7 business day after the receipt of shipment will not be accepted and no credit will be given.

RETURN GOODS GENERAL CONDITIONS:

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Merchandise is not returnable without the written consent of ASD. Request for permission to return merchandise must be made in writing within 30 days from date of shipment and expires 30 days after receipt. Customer must provide a ASD original invoice number.

All returned goods must be in excellent, resalable condition and packaged in the original carton with no markings on the box. Products will be inspected upon return and any service or repair needed to place them in first class, saleable condition will be charged and added to the restocking charge. A 20% minimum restocking charge on standard product will be deducted from all credits issued on authorized standard product returns. Credit will be issued for only the actual quantity received and will be based on original invoice or price in effect at the time of the return shipment, whichever is lower. Credit is not available in cash and is to be used for future purchases.

A Return materials authorization (RMA) form, supplied by ASD, must accompany the return shipment.

Return freight must be prepaid unless the Buyer is authorized to use UPS CALL TAG. . Material must be received within thirty (30) days of issuance of RMA.

Authorization for return will not be issued for discontinued, non- stocking, custom, or special made product.

ASD reserves the right to deduct for any damage sustained in transit.

Unauthorized returns will be refused. Items returned without proper authorization from ASD will, at the sole option of ASD, be returned to the buyer freight collect, or scrapped immediately with no issuance of credit. Unauthorized material included in a return will not be credited. Disposition of these items will be determined by ASD.

If the return of goods is made necessary through any fault of ASD and permission is granted for said return, then ASD will give full credit including all transportation charges if returned per routing instructions on the RMA.

All stock products containing time-sensitive components that have reached the end of their warranty or shelf life are not returnable. Outdated or phased out stock products are also not returnable.

The Buyer shall be absolutely liable for the purchase price of all merchandise, and ASD will not be bound by Terms and Conditions imposed by any third party.

DEFECTIVE RETURN POLICIES:

Whether a product is defective will be determined at the discretion of ASD. Upon receipt of returned merchandise, ASD will inspect the merchandise and issue replacement/credit if all terms and conditions are met. Returns for a credit are available within 6 months from the date of the original PO, after that items are eligible for a replacement only. If the product is defective, ASD will initiate a replacement in the form of identical operating product or its substitute. If the substitute cannot be considered direct/adequate replacement for the defective unit, ASD will issue a credit in the amount of product market price as of the date of replacement. Products found not to be defective will be returned to buyer at buyer's expense. Buyer will also be responsible for the replacement product cost and shipping for the replacement product if the product returned as defective is found not to be defective.