

# TERMS & CONDITIONS

Prices: Written quotations are valid for a period of 30 days, unless specified otherwise in writing. Prices are subject to change without notice.

Shipping, Handling, Transportation, and Delivery: All prices are FOB shipping point; freight allowance begins with orders over and above \$3000.00 per shipment, per destination in the continental United States. Any order that will not qualify for pre-paid factory freight will be charged in the following manner:

- Fixtures will be shipped and charged the Freight Company's cost to Visionaire, plus an additional 15% fee for handling.
- Flatbed or special trucks requested from the buyer will result in additional shipping and handling charges.
- Air Freight shipments requested by the buyer will be invoiced at Visionaire's cost of freight. Seller will use its own discretion in routing all shipments, upon which it assumes transportation charges. Seller may make partial shipments at its discretion; however, each such shipment will be subsequently invoiced on terms applicable to the complete order. Seller will not assume, allow or pay any fees for cartage. While every effort is made to ship as scheduled, any delay or failure due to strikes, lockouts, fires, breakdowns, supplier delays, lack of shipping space, lack of customer approval, correction or clarification of order, governmental acts or regulations, acts of God and any other circumstances beyond the control of Visionaire shall not be a breach of contract.

Any goods damaged or lost in transit must be noted so on the delivering carrier's freight bill. Rates are determined in proportion to the damage liability; therefore, the carrier, and not the shipper, should be charged with all loss or damage. Visionaire will do everything to assist the buyer, except file the claim. Replacement goods must be ordered and paid for by the consignee. Shipments must be unloaded promptly as we will pay no storage or re-delivery fee.

Buyer must examine the merchandise upon delivery, and must report all apparent errors or defects to Seller within ten (10) days of delivery; otherwise, it shall be conclusively presumed between buyer and seller that the merchandise has been delivered as specified in this contract.

Cancellations, Returns or Suspension of Orders: Deposits are utilized for the purchase of materials. As such, deposits are non refundable. Returns as a result of Buyer error must be explicitly approved by company management. Buyer, upon approval of return, will be charged for freight, both ways and a minimum service charge of 35% of the product value. This will be deducted from all returned goods to cover the costs of handling, unpacking, inspecting, and break down of all component parts and re-stocking. Postponement of deliveries at the Buyer's request, if for a period of more than 30 days will not be made without the seller's approval in writing. Lighting products are custom manufactured for each customer. They are not "stock" products. Company management reserves the right to approve or deny a request for a return at its sole discretion.

All suspensions are liable to handling and storage fees. Seller will not accept the return of any goods without the seller's prior written consent, and the buyer must request an RA within 30 days of the seller's invoice. Returns will not be accepted after this time. In the event of a replacement order, we will first charge for replacement items and then credit upon return of the defective or incorrect items. 60 day terms will be set on these items, and if the returnable items are not received by the 60 day mark, the invoice will become due and payable.

Product Changes: Visionaire reserves the right to make modifications or changes to any of its products without prior notice and without incurring obligation.

Taxes: All prices, quotations, orders, and agreements are subject to local and federal taxes. These taxes will be added to the invoice unless legal proof of exemption is provided.

Cost of Collection: If buyer defaults with respect to any payment described here and above, it shall pay Seller for all costs and expenses, including legal expenses and attorney fees, incurred by the seller in exercising any of its rights or remedies.

This warranty excludes fatigue failure caused by induced vibration. Fixtures must be maintained and inspected on a regular basis. Repair of scratches, scrapes, bumps, etc. must be conducted to ensure a safe and attractive product.

Terms: Interest of 2% per month + Attorney's Fees and Costs will be levied on all past due accounts. Invoices are dated when they are mailed from Visionaire. Minimum Order is \$200.00, except for replacement parts. ALL ORDERS MUST INCLUDE A WRITTEN PURCHASE ORDER. Attorneys fees, and costs will be levied if consul is retained to collect past due amounts.

Any conflict or dispute between the parties to this agreement which cannot otherwise be settled may be settled by Binding Arbitration in the County of Los Angeles, State of California solely at the discretion of RapidGrow, in accordance with the rules of the American Arbitration Association. An Arbitrator shall be appointed with the mutual agreement of both parties. In the absence of such agreement, an Arbitrator from the American Arbitration Association in Los Angeles, California shall be selected by the Association. Each party to the Arbitration shall bear the cost of Arbitration equally.

This warranty is limited by and extends solely to the cost of repair or replacement of the lighting product[s] itself. Any claim or remedy, legal or otherwise, of any kind is limited only to the cost of the repair or replacement value of the lighting product itself. No claim of any kind may be made or will be honored for the consequences, outcome, application, results or use of any Rapidgrow product beyond the repair or replacement of the lighting product itself.

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