

TERMS & CONDITIONS

June 01, 2009

**3LED Lite Works LLC d/b/a
BRAVOLIGHT, LED Bravolight, ObamaLED
3959 Van Dyke Rd.
Suite #291
Lutz, FL 33558
USA**

Phone: 813-598-2076 or 813-966-5339

TERMS AND CONDITIONS

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PURCHASES AFTER June 01, 2009 and/or until modified by future TERMS AND CONDITIONS.

3LED Lite Works LLC (collectively "**3LED**" – Bravolight, LEDbravolight, and ObamaLED) hereby gives notice of its exception to any revised or additional Terms and Conditions other than as stated herein and these Terms and Conditions supersede all those published and issued previously by **3LED**. All products ordered from **3LED** or appointed Sales Agencies constitutes acceptance of the terms set forth herein, as such terms may be updated or revised. The buyer's acceptance of the provisions of **3LED** Terms and Conditions as recited herein shall be conclusively presumed on Buyer's receipt of the goods. These Terms and Conditions constitute the entire agreement between **3LED** and the Buyer, and supersede other communications between the two parties, whether written or oral.

ACCEPTANCE OF ORDERS

All orders are subject to acceptance by **3LED** and are subject to these Terms and Conditions. **3LED** reserves the right to select its customers and reject any order. Additions to orders are allowed in the case of the original order has not yet been released to manufacturing. Any other terms proposed by Buyer and/or stated in a customer's purchase order are not valid unless approved by an authorized **3LED** representative and accepted in writing. Acceptance of any order is subject to availability of product and the ability of **3LED** to deliver. In the case of which a specified area is not covered by a distributing agent, the buyer may purchase or inquire directly through **3LED**.

PRICING

Please refer to the current price lists. All prices stated in the price lists are US dollars and subject to change without notice. Special projects and large quantity purchasing are open to variable quotations upon inquiry and rely solely upon **3LED** discretion and we must confirm all quotations in writing for the period shown on the quotation.

Price preservation will be provided for a period of thirty, (15) days from date of quotation from **3LED**, after that prices are subject to change.

SALES AND SIMILAR TAXES

3LED prices do not include Federal, State or Municipal sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment hereunder, shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide **3LED** a hard copy of a tax exemption certificate acceptable to the taxing authorities.

TERMS OF PAYMENT

Terms of payment for **3LED** shall be payment in full with order. On large, volume orders and only on a case by case basis, 3LED may approve a 65% down payment with order and the balance due prior to shipping. We are not a financial institution and do not extend credit terms. Acceptable methods of payment include: cash, bank wire, company check or personal check (funds verified), Visa, MasterCard, and Pay Pal. volume orders

Should it become necessary for **3LED** to institute formal collection proceedings to collect any past due amounts from the customer; **3LED** shall be entitled to recover its attorney's fees and other costs associated with the proceedings. Notwithstanding the acceptance of any order, 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 **3LED**, may be unable to meet its payment obligations to us.

MINIMUM BILLING

We have no minimum order size.

INVOICING

All invoices are due and payable in compliance with these standard terms stated herein. Buyer shall be liable for legal fees incurred by **3LED** to collect past due amounts. In the case of an apparent discrepancy in a line item charge, the Buyer is obligated to advise **3LED** Customer Service in writing of the nature of the claimed discrepancy within five (5) days of receipt of the invoice. This includes all requests for proof of delivery. A claim of discrepancy does not excuse Buyer of the absolute obligation to pay the remaining balance of the invoice in accordance with the standard terms of payment. After Review, **3LED** will have sole discretion to resolve the discrepancy; and the Buyer expressly agrees to abide by **3LED** decision and will promptly inform Buyer of its decision regarding any disputed items or charges.

SHIPPING

3LED will use its best efforts to meet shipment or delivery dates specified. Stated dates are estimates only. **3LED** will not be liable for any delay or non-delivery in shipping for any reason, but not limited to delay or non-delivery caused directly or indirectly by Acts of God, fire, flood, strike or lockout or other labor dispute, accident, civil commotion, riot, war, governmental regulation or order, whether or not it later

proves to be invalid, or from any other cause or causes beyond our control. In no case will **3LED** be liable for loss of profits or any indirect, special, incidental, multiple, punitive or consequential damages on account of any delay in delivery or non-delivery whether or not excused hereunder. All other **3LED** Terms and Conditions apply. If any requested item is not available in stock it will be sent at the earliest time manufacturer can ship it to us. If Buyer requests a shipping deferment, it must be approved by **3LED** and is subject to a special handling charge.

FREIGHT ALLOWANCE AND F.O.B. POINT

All sales are F.O.B. shipping point (Lutz, FL). Risk of loss and title of goods shall pass to Buyer upon delivery to the designated carrier. Freight is prepaid and allowed on all shipments of products and above to destinations within the Contiguous United States. Contact **3LED** for applicable terms and conditions outside the contiguous United States. We reserve the right to select carrier and route-qualified freight allowed shipments via least expensive surface route within the Contiguous United States. Buyer will assume all charges for transportation specified via more expensive means. Acceptance of a specified routing does not constitute a guarantee of ship date, transit time or arrival date. **3LED** reserves the right to ship all prepaid orders in one complete shipment. Partial shipments may be made at **3LED** discretion. At no time will we be responsible for any cartage or storage charges at destination. **3LED** responsibility for exception-free delivery ceases when the transportation company receives shipment in good condition. Claims for loss or damage must be reported directly to the carrier. **3LED** willingness to assist does not indicate liability for claim or replacement.

EXPORT REGULATIONS/PERMITS

Buyer will comply with the provisions of the United States Government's Export Administration regulations and related documentation requirements and internal control procedures. Buyer shall be responsible for obtaining any necessary export or import licenses and permits.

BACK ORDERS/HOLD ORDERS

Back orders that are the responsibility of **3LED** will be shipped F.O.B. factory or point of shipment with freight prepaid and shipped via the most cost effective method, only in the situation that the original order was qualified for freight allowance. Orders of more than \$5,000 will be accepted on a "Hold For Release" basis only if the time periods specified on a written quotation are adhered to. Production and procurement of components will be withheld until a firm release date is given. Hold for release orders without a specified time period on a quotation will be canceled after one year from date of the order.

CANCELLATIONS

In the event of cancellation of a stock product, Buyer may cancel orders with written notice to **3LED** subject to the following conditions and with **3LED** written consent. We will always try to accommodate requests for cancellations but cannot guarantee stoppage of shipment for stocked product. If an order for stocked product is stopped after shipping arrangements have been made buyer shall pay any costs associated with this order. If a cancellation request is received and the order cannot be stopped the product can be returned according to terms as stated in the Return Goods Policy

section. In the event of a cancellation of a non-stock product, **3LED** consent will be made only if no work has been performed and no material purchased. Proof of production progress is not a guarantee. If work has been performed any costs incurred will be charged to the customer, which may include a cancellation charge up to the price of the product. Upon Cancellation, buyer owned materials are not guaranteed to be returned.

RETURN/EXCHANGE POLICY

We encourage you to order samples before placing large orders to ensure the products meet your requirements.

3LED will accept returns for a refund or exchange on in-stock items within 7 days of receiving your shipment. ***Please note exceptions below.**

Returns must be first acknowledged and approved by **3LED** prior to return. Please contact us by phone at (813)598-2076 or (813)966-5339 or through the **Contact Us** tab on our website, or by an e-mail to info@bravolight.com. Please do not ship back returns without contacting us first. **3LED** requires prior notification and approval for any return/exchange. **A lack thereof will result in the item being immediately restocked and no credit or refund will be issued.** A 35% restocking fee is applied to all valid and authorized returns. All returns/exchanges must be made in their original packaging with sufficient packing material. **Damaged, modified or installed items will not be accepted for return/exchange.** It is highly recommended that returns are insured and shipped with a verifiable tracking number. Lost shipments will not be refunded or exchanged. Customer is responsible for all shipping fees.

Due to the advancing nature of LED technology, custom orders as well as large orders, are non-refundable and cannot be canceled.

Exchanges will be honored for products under warranty. The return/exchange procedure

Applies. Please see **LIMITED WARRANTY AND LIMITATION OF LIABILITY MATERIAL** .

APPLICATION/INSTALLATION

Professional installation is required of **3LED** product. **3LED** does not warrant the accuracy of any application of a product other than it's stated applications nor will we cover the costs of system performance recommendations provided from any engineering opinion other than **3LED**. Responsibility for selection of the proper product or application rests solely with the Buyer. Products should be installed, used and maintained in accordance with the applicable **3LED** instructions, National Electrical code and/or any prevailing local codes. No modifications to **3LED** product can be made. Any modification will void any U.L. ETL or CE listings and **3LED** warranty. NOTE: Catalog pages are for reference only. Specifications, dimensions and performance may change without notice or change in accordance with customized application.

PRODUCT SPECIFICATION

3LED reserves the right to modify designs, change specifications, change prices, and discontinue products (discontinued products are not available for refund without sustaining any liability).

CONFIDENTIALITY

Buyer agrees that all information established by **3LED** in association with product sales will be confidential. The Buyer agrees not to disclose any such information to any other person, or use such information for any purposes other than performance hereunder.

INDEMNIFICATION

Buyer shall indemnify, defend and hold harmless **3LED** and its executives, directors, agents, employees, affiliates, representatives, successors, and assigns from and against all losses, liabilities, costs and expenses (including, without limitation, attorneys' fees) arising out of or in connection with claims by third parties for any loss, damage or injury caused or alleged to be caused by breach by Buyer or its employees, partners to whom Buyer sold Product, contractors, representatives, agents or affiliates, (collectively, "Buyer Parties") of any obligation herein; negligent use, application, installation or implementation of Product by any of the Purchaser Parties; and/or unless authorized in writing by **3LED**, modification of Product or integration of Product into other products by any of the Buyer Parties. Buyer shall not join, settle or otherwise attempt to affect or dispose of any such claim without **3LED** written consent.

LIMITED WARRANTY AND LIMITATION OF LIABILITY MATERIAL

3LED warrants that its products will be sold free from defects in material and workmanship in its intended use for the period of 2 years from date of Buyer's purchase (the invoice date). If within 2 years from date of purchase any of its products are found defective in workmanship or materials, **3LED** will repair or replace, at its sole discretion, the defective product upon presentation of proof of purchase and the defective product. Buyer must notify **3LED** promptly of any claim under this warranty. NO OTHER WARRANTY, WHETHER EXPRESSED OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH **3LED** PRODUCTS OR ANY SALE OR USE THEREOF. **3LED's** warranty shall extend only to the first Buyer of a product from us, from **3LED** Buyer, or from an AUTHORIZED sales agency reselling **3LED** product, and is non-assignable and non-transferable and shall be of no force and effect if asserted by any person other than such first Buyer. This warranty applies only to the use of the product as intended by **3LED** and does not cover any misapplication or misuse of said product. This warranty does not apply to: (a) damage to units caused by accident, dropping or abuse in handling, acts of god or negligent use; (b) units which may have been subject to unauthorized repair, opened, tampered with, taken apart or otherwise modified; (c) units not used in accordance with instructions; (d) damages exceeding the cost of the product; (e) sealed lamps and/or lamp bulbs and LED's; (f) the finish on any portion of the product, such as surface and/or weathering, as this is considered normal wear and tear; (g) transit damage, initial installation costs, removal costs or reinstallation costs. **3LED** will not be liable for incidental or consequential damages. This warranty is in lieu of all other express or implied warranties.

LIMITATION OF LIABILITY

IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF CONTRACT, TORT, STRICT LIABILITY, WARRANTY OR ALLEGED NEGLIGENCE, SHALL MODA LIGHT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, LOSS OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF THIRD PARTIES OF THE BUYER FOR SUCH DAMAGES. IN NO EVENT SHALL **3LED**'s TOTAL LIABILITY FOR ANY REASON ARISING HEREUNDER EXCEED THE PURCHASE PRICE PAID TO BRAVOLIGHT LLC FOR THE PRODUCT PURCHASED BY THE BUYER HEREUNDER. Any claim by Buyer for breach of the foregoing warranty shall be deemed waived by Buyer unless submitted to **3LED** in writing within thirty, (30) days from the date Buyer discovered, or by reasonable inspection should have discovered the alleged breach.

Any cause of action for breach of the foregoing warranty shall be brought within one year after the cause of action has occurred. Any charges for labor, materials, etc. that does not have our written approval before such work is implemented will not be allowed. Contact **3LED** Customer Services for support.