



## Terms & Conditions

1.) **APPLICABILITY OF CONDITIONS** – The terms and conditions herein shall apply to the Product sold to the Buyer of such Product by Axis LED Group, LLC pursuant to a purchase order or contract. The terms and conditions contained in this Warranty are in lieu of any provisions, terms or conditions on purchase orders or other contractual documents issued to Axis LED Group by Buyer which are in any way inconsistent with, modify or and to the provisions herein unless a purchase order or contract accepted in writing by Axis LED Group provides otherwise (either, the “Axis LED Group Accepted PO”), in which case the ALG Accepted PO shall supersede this conflicting provisions of this Warranty. The terms and conditions set forth herein and the provisions of such ALG Accepted PO shall constitute the entire contract between the parties and supersede any and all other prior agreements, communications and understandings, oral or written.

2.) **COMMENCEMENT OF PERFORMANCE** – Axis LED Group may commence performance of the work under a Buyer purchase order in order to meet delivery or other requirements, but such performance shall not constitute acceptance of any provision of such purchase order unless and until Axis LED Group accepts such purchase order in writing. Axis LED Group will notify Buyer of any exceptions to the purchase order.

3.) **INSPECTION AND ACCEPTANCE** – All work performed hereunder shall be subject to Axis LED Group inspection system and quality control procedures which have been approved pursuant to the requirements of Axis LED Group contracts with the U.S. Government. Representatives of Buyer, and of the Governments, if work is under a U.S. Government contract, upon reasonable notice may (i) witness Axis LED Group inspection, or (ii) perform any inspection or test on Axis LED Group’ premises. Any inspection or test by Buyer or the Government shall not delay any work in process or require facilities undue time expenditure by Axis LED Group’ employees. Axis LED Group shall provide all reasonable facilities and assistance for the safety and convenience of the aforesaid representatives in the performance of such inspection or test. Acceptance by Buyer shall occur (a) upon completion of buyer’s receiving inspection, or (b) upon completion of Buyer’s source inspection, or (c) upon Buyer’s failure to provide written notice of rejection within fifteen (15) days.

After delivery to the F.O.B. point specified herein, whichever event occurs earliest. Axis LED Group may decline to make further shipment without in any way affecting its rights under such order. If, despite any default by Buyer, Axis LED Group elects to continue to make shipments its action shall not constitute a waiver of any default by Buyer or in any way affect Axis LED Group’ legal remedies for any such default.

4.) **FREIGHT, INSURANCE, EXPORTER’S CHARGES, DUTIES** – All transportation costs, exporters’ charges and insurance are the responsibility of the Buyer. Axis LED Group will either (a) add these charges to the prices specified in the purchase order, (b) add these charges to the Axis LED Group invoice to Buyer as separate items, or (c) ship with charges to be collected by the carrier or exporter, whichever procedure Buyer timely directs. In the absence of timely direction, Axis LED Group’ choice of procedure will be conclusively deemed to be acceptable to Buyer. Export/Import documentation and duties are the responsibility of the Buyer.

5.) **TAXES** – Prices stated are prices net of any taxes applicable to the goods sold. In addition to the charges indicated in such purchase order, Buyer shall pay Axis LED Group the amount of any tax, other than a tax measured by the income of Axis LED Group, imposed upon Axis LED Group in connection with the sale to Buyer, including taxes imposed upon Buyer with an

obligation for Axis LED Group to collect the amount thereof from a Buyer, as a result or in connection with performance of such purchase order by Axis LED Group.

6.) **TITLE** - Title and risk of loss for products furnished by Axis LED Group shall pass to Buyer upon delivery to a common carrier, or other delivery as directed by Buyer, at Axis LED Group plant.

7.) **EXCUSABLE DELAY** - Axis LED Group shall not be responsible for any failure to perform due to causes beyond its control. These causes shall include but not be restricted to fire, storm, flood, accident, earthquake, explosion, acts of public enemy, war, sabotage, quarantine, restrictions, failure of vendors to make timely deliveries, labor shortages, transportation embargoes, or failure or delays in transportation, inability to secure raw materials or machinery for the manufacture of its devices, acts of God, acts of the Federal Government or any agency thereof, acts of any state or local government or agency thereof, and judicial action.

8.) **RETURNS, RESTOCKING & ORDER CANCELLATION** – At the sole option of Axis LED Group, products shipped to a customer (Or distributor) which are not returned due to defects (an “Elective Return”) may be allowed to be returned, under the following conditions. In all cases, the returned products shall be subject to inspection by Axis LED Group and credit, if any, shall be allowed only for those products returned in a “like new” condition. All authorized returns shall be allowed a CREDIT only against future orders.

In no case shall funds be returned to the buyer. Products may be returned only with the prior permission of Axis LED Group. Returns may be authorized by phone or in writing. Each return shall include the Axis LED Group RMA (Return Material Authorization) Number. The RMA Number shall be obtained by phoning or writing to Axis LED Group stating the reason for the return, the original purchase order number and the quantity to be returned.

9.) **RETURNS, STANDARD CATALOG PRODUCTS** – An Elective Return of products may receive a partial credit at the sole option of Axis LED Group. Products returned after 60 days from shipment shall not receive a credit.

**ORDER CANCELLATION (Standard Catalog Products)** – An order may be cancelled 60 days prior to shipment. Such cancellations could be charged 25% of the purchase price to cover the costs of restocking the material plus documentation costs.

**RETURNS, NON-STANDARD CUSTOM PRODUCTS** – An Elective Return of non-Standard products (designated by a special part number) may not be returned for credit. At the sole option of Axis LED Group, the return of non-standard products may be permitted on the basis that a 50% credit will be issued. Credit will not be allowed after 6 months from date of shipment.

**ORDER CANCELLATION OF NON-STANDARD PRODUCTS** – Custom products are not eligible for cancellation. Any Elective Return of products to Axis LED Group without prior authorization (RMA Number) shall be subject to return to the buyer, freight collect. All returned products shall be shipped freight prepaid.

The determination of the condition of returned products and the credit allowed, if any, shall be made by Axis LED Group only and the decision of Axis LED Group shall be final. The Elective Return of products returned by distributors shall be treated per the above policy, except for standard product stocking orders. Standard products purchased for distributor stock may be returned for 100% credit in accordance with the Authorized Stocking Distributor policy.

10.) **CONTROL OF INFORMATION** – Data (including Designs, Drawings, Reports or other information) furnished by either party in connection with such purchase order and identified as proprietary, restricted, or limited rights data shall not be disclosed by the receiving party outside of its own organization without the prior written consent of the furnishing party except to the extent that such data is otherwise available to the receiving party on a less restricted basis or is in the public domain or where the information is utilized to make sales directly or indirectly; to the US Government or when the US Government has the right to use the data.

**11.) COMPLIANCE WITH FAR CLAUSES** – If a Government contract number appears on the face of the purchase order, the following Federal Acquisition Regulation Clauses or equivalent clauses of other Government Agencies, in which the term “Contractor” shall mean Axis LED Group and the term “Contract” shall mean the purchase order, are incorporated herein by this reference to the extent that: (a) They are included in the purchase order, and (b) They are required by the Buyer’s prime Government contract to be included in this subcontract, and (c) They are made mandatory subcontract clauses by applicable law or regulation.

**12.) INDEMNIFICATION AND INSURANCE** – If Buyer’s agents, employees or subcontractors enter upon premises occupied or under the control of Axis LED Group or any of its customers or supplies in the course of the performance of the Purchase Order, Buyer shall, to the extent of the loss caused by such persons, indemnify and hold Axis LED Group harmless from and against any suits, liabilities, losses, damages, claims, causes of action and expense (including attorney’s fees arising out of or connected with any act or omission of Buyer and its agents, employees or subcontractors).

**13.) DISPUTES** – Any controversy or claim arising out of or relating to this Agreement or breach there-of, shall be submitted to arbitration in Charleston County, South Carolina, and the decision of an arbitrator(s) may be entered in any court having jurisdiction thereof. The expenses of such arbitration shall be allocated between Buyer and Axis LED Group as the arbitrator(s) shall decide. The decision of the arbitrator(s) shall be binding upon both parties of this Agreement.