

TAD LED Design Terms & Conditions

By using the website www.tadled.com (the "Website"), including, but not limited to, registering, making purchases, ordering products, goods and/or services, reviewing past orders and accounts, and/or any other use of the Website whatsoever (the "Use"), the Buyer is agreeing to the terms and conditions within this policy and all ancillary policies.

We, TAD LED Design. ("we", "us", the "Seller" or "TLD" herein), may from time-to-time review and revise this policy. A revised policy will be effective and binding on you at the time it is posted on the Website.

THE BUYER'S ATTENTION IS DRAWN IN PARTICULAR TO SECTIONS 7, 8 AND 9.

1.0 General

1.1 Definitions:

- a) "Buyer" means the person that is responsible for buying the Goods as stated in the Purchase Order;
- b) "Conditions" means the standard terms and conditions of sale set out in this document, as they may be revised

and/or amended from time to time;

- c) "Contract" means the contract between the Buyer and the Seller for the sale of the Goods in accordance with these

Conditions and any applicable Purchase Orders;

- d) "Goods" means the product(s) that the Seller makes available for sale from time to time and which are purchased by

the Buyer, including but not limited to lighting, accessories, consumables, hardware and software. The Specifications of the Goods change from time to time. The Specifications applicable to the Goods will be those published or disclosed by the Seller (whether on the Website or otherwise) at the time of the Seller's acceptance of the Purchase Order;

- e) "Purchase Order" means the Buyer's purchase order(s) whether completed in written form or through use of the Website. In the event of any conflict of inconsistency between a Purchase Order(s) and the Conditions, the Conditions will prevail;

- f) "Specification" includes any plans, drawings, data or other information relating to the Goods. Specifications will change from time to time.

1.2 Offer and Acceptance:

- a) The Contract represents the entire terms on which the Seller is willing to sell Goods, and by ordering Goods from the Seller, the Buyer agrees that the Contract represents the entire agreement between the Buyer and the Seller and that the Conditions shall apply to the exclusion of any previous terms and conditions supplied by the Seller, the Buyer's own terms and conditions, any pre-contractual statement, any terms implied by trade, custom, practice or course of dealing or any other terms of whatsoever nature not contained herein. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and shall not form part of the Contract.



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- b) No officer, employee or agent of the Seller (other than a Director) has authority to contract for the sale of Goods on any other terms, or to amend, vary or waive the Conditions, and a Director has authority to do so only in writing.
- c) A Purchase Order shall constitute an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer shall ensure that the terms of the Purchase Order and any relevant Specification are complete and accurate. Such Purchase Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Purchase Order (whether by email or otherwise), at which point the Contract shall come into existence.
- d) A quotation for the Goods given by the Seller shall not constitute an offer. A quotation shall only be valid for a period of 30 calendar days from its date of issue, unless otherwise advised by the Seller in writing;
- e) The Seller may, in its sole discretion, reject any Purchase Order for any reason whatsoever.

2.0 Registration Obligations

2.1 Obligations regarding an Account and Credentials:

- a) To use certain areas of this Website and purchase Goods, the Buyer must first complete the registration process to create an account ("Account") and select and register a unique user name and password (collectively, "Credentials").
- b) The Buyer's Account and Credentials are specific to the Buyer and may not be shared with or transferred to any other person. The Buyer is solely responsible for maintaining the confidentiality of its Credentials and the Buyer will be held responsible for any harm caused or loss suffered by disclosing or resulting from any unauthorized use of the Credentials. The Buyer must not permit any other person to use its Account or Credentials, and shall immediately notify the Seller if it knows or suspects that its Account or Credentials have been used by any other person.
- c) The Seller may rely upon and act upon any communication or instruction that is given through the Account or by using the Credentials. The Seller is not required to verify the actual identity or authority of a person using the Account or Credentials, but the Seller may in its discretion at any time require verification of the identity of a person seeking to access the Account and may deny access to and use of the Account if the Seller is not satisfied with the verification. If the Seller, in its sole discretion, considers the Account or Credentials to be unsecure or to have been used inappropriately, then the Seller may immediately cancel the Account or Credentials without any notice to the Buyer. The Buyer may be required to change Credentials from time to time.

2.2 Obligations regarding Data:

- a) During the registration process, the Buyer must provide true, accurate, current and complete information about itself (such information being the "Registration Data"). The Buyer must also maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the Buyer provides any information that is untrue, inaccurate, not current or complete, or the Seller has reasonable grounds to suspect that such information is untrue, inaccurate, not current or complete, the Seller has the right to suspend or terminate the Buyer's account and refuse any and all current or future use of the Website (or any portion thereof) by the Buyer.
- b) Individuals under 18 years of age cannot register on any portion of this Website.



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3.0 Use of Website:

3.1 Acceptance of Conditions:

- a) As per above, the Seller may sell Goods to the Buyer through the Website and access to and use of this Website and the Goods sold to the Buyer are all subject to the acceptance of and compliance with the Conditions.
- b) The Buyer is required to click acceptance of use of the Website and the Conditions. However, even if the same are bypassed in any manner whatsoever, the Buyer's use of the Website binds the Buyer to the Conditions. The Seller reserves the right to update and/or modify these Conditions at any time without prior notice to the Buyer, and the Buyer's subsequent use of the Website indicates its unconditional agreement to be bound by such amended Conditions. The Seller encourages the Buyer to review these Conditions each time the Buyer uses the Website.
- c) If the Buyer does not agree with one or more of these Conditions or any part of the Contract whatsoever, the Buyer should not access or use the Website.

3.2 Grant of Use:

- a) The Seller authorizes the Buyer to view, download and print a single copy of materials and content provided on the Website for the Buyer's personal, non-commercial use only and only in connection with registering with the Seller and/or using the Website.

3.3 Intellectual Property:

- a) The Buyer may not remove any trade-mark, copyright or other proprietary notices from such copy nor modify the material or content in any way.
- b) Except as otherwise set out in these Terms, any copying or reproduction of this Website's materials or content, in whole or in part, for commercial purposes or distribution, re-transmission, republication, modification, reverse engineering, sale or other exploitation of this Website or this Website's materials or content without the prior written permission of the Seller is strictly prohibited. The Seller reserves the right to take such steps as it deems necessary, including legal action, to restrain such unauthorized and prohibited activity and the Seller reserves the right to suspend or terminate your access to any part of this Website immediately, without prior notice, at its sole discretion. The Buyer is solely and fully responsible for all consequences, however remote, resulting from its use of this Website.
- c) This Website domain and other trade names or trade-marks of Seller used on this Website, and related words and logos are trade-marks or trade-names of the Seller in Canada and other jurisdictions. The Seller is also the owner in Canada as well as other foreign jurisdictions of additional trade-marks, registered and unregistered. Nothing in these Conditions or on this Website will be construed as granting or conferring, either expressly, by implication, by estoppel or otherwise, a license or other right to you to use any such marks or names or any other intellectual property right of the Seller. The names of other companies, products and services referred to on this Website may be trade-marks or trade-names of their respective owners. Any unauthorized use of the trade-marks or trade-names of Seller or of third parties is strictly prohibited.
- d) The materials provided on this Website including, without limitation, all portions of this Website, content, site design, text, graphics and the selection and arrangement thereof, are protected by copyright. All rights reserved. Title to the Seller materials remains with the Seller and any unauthorized use of such materials is strictly prohibited. The Seller reserves the right to take such steps as it deems necessary, including legal action, to enforce its rights under trade-mark and copyright law.



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3.4 Privacy Policy:

a) The Buyer's Credentials, Registration Data and any other information that is provide to the Seller through the Website, as well as certain other information about the Buyer, is subject to the Seller's Privacy Policy. The Buyer's privacy is important to the Seller. For more information, please see our Privacy Policy.

3.5 User Generated Content:

(a) Portions of this Website may allow users to post and exchange information, ideas and opinions ("User Content"), but the Seller does not screen, edit or review any User Content before they are posted or transmitted. Please note that posted or transmitted User Content do not necessarily reflect the views of the Seller, and the Seller disclaims all responsibility for any such User Content and for any losses or expenses resulting from their use or appearance on this Website.

(b) The Seller values the Buyer's visit to the Website and welcomes any questions, comments or feedback the Buyer might have about the Website, these Conditions or any of the products or services offered by the Seller ("Feedback").

(c) If you provide User Content or Feedback, you grant the Seller a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use and commercialize the same in any way and for any purpose without providing any compensation to the Buyer or any other person. The Buyer also grants the Seller the right to use the name the Buyer submits with the User Content or Feedback, if any, in connection with the Seller's rights hereunder.

3.6 Hyperlinks:

(a) Hyperlinks on this Website are provided for the Buyer's convenience only. These links do not imply an endorsement of any linked sites or an affiliation with their owners or operators. The Seller has no control over the content of any linked site. This content is the sole responsibility of the owner or operator of the linked site.

3.7 Acceptable Use and Restrictions:

(a) In addition to complying with these Conditions, the Buyer agrees to use the Website solely for lawful purposes and in a manner consistent with local, national or international laws and regulations. Some jurisdictions may have restrictions on the use of the Internet by their residents.

(b) Potential users of this Website, in any jurisdiction of the world whose laws would: (i) void these Conditions in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to governing law, and limitation of liability); or (ii) render accessing this Website illegal; are unauthorized to use this Website.

(c) The Buyer agrees not to use the Website in any manner that: (i) infringes, violates or misappropriates the intellectual property rights of any third party; or (ii) may be considered defamatory, discriminatory or otherwise malicious or harmful to any person or entity.

3.8 Modifications of Use:

(a) The Seller reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. The Buyer agrees that the Seller shall not be liable to the Buyer or to any third party for any modification, suspension or discontinuance of the Website or the Buyer's access to the Goods.



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4.0 Delivery Obligations

4.1 Date and Time of Delivery:

(a) Any date or time of delivery listed in a Purchase Order shall be treated as an estimate only and the date or time of delivery is not of the essence. The Seller will use commercially reasonable efforts to deliver by the date or time requested by the Buyer. The Seller is not responsible for delays in delivery or transit time.

4.2 Place of Delivery:

a) The Goods shall be delivered to the Buyer at the "Ship To" address set forth on the Purchase Order. If no such address is recorded or provided the Goods will be delivered at the premises of the Seller, at the Buyer's risk and expense. Notwithstanding anything contained herein to the contrary, risk of loss passes to the Buyer upon delivery by the Seller to a common carrier and any claim for losses or damages shall be made by the Buyer directly against carrier.

b) If the Buyer's "Ship To" address is incorrect, the Buyer shall be responsible for any additional freight charges incurred by the Seller in order to deliver the Goods to the correct address.

c) If the Buyer fails to accept delivery of the Goods within three (3) business days after the Seller has notified the Buyer that the Goods are ready, then, except where such failure or delay is caused by the Seller's failure to comply with its obligations under the Contract:

(i) delivery of the Goods shall be deemed to have been completed at 4.00 pm on the third business day following the day on which the Seller notified the Buyer that the Goods were ready; and

(ii) the Seller may store the Goods until delivery actually takes place, and charge the Buyer for all related costs and expenses (including insurance) as well as a daily storage fee of \$50.00 plus any applicable taxes.

d) If the Buyer fails to accept delivery of the Goods within ten (10) business days after the Seller has notified the Buyer that the Goods are ready, the Seller may resell or otherwise dispose of part or all of the Goods. The Buyer shall receive a credit against sums owed by the Buyer to the Seller equal to the net amount recovered by the Seller through resale or disposal.

e) The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

5.0 Price

5.1 The price of the Goods shall be the price set out in the Order Confirmation.

5.2 The price of the Goods is exclusive of the costs and charges of packaging and transport of the Goods, which costs and charges shall be paid by the Buyer when it pays for the Goods.

5.3 The price may include insurance, if requested by the Buyer, and agreed to by the Seller.

5.4 The price shall become payable on or before delivery of the Goods. The time of payment shall be of the essence.



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5.5 Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority, including, without limitation, sales, excise and harmonized sales taxes, shall be paid by the Buyer in addition to the price quoted or invoiced.

5.6 In the event that payment is not made when due or the Buyer becomes subject to any of the events listed in Section 11, the Seller may:

- (a) cancel any contract to supply further Goods;
- (b) suspend use of the Website and deliveries of further Goods to the Buyer; and
- (c) assess a service charge equal to the lesser of (i) one and a half percent (1.5%) per month on the outstanding past due balance and (ii) the maximum amount permitted by law, plus any costs of collection including attorney's fees. Such service charge shall accrue from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

6.0 Passing of Title

a.1 Title in the Goods shall pass to the Buyer on the occurrence of the last of the following events namely:

- (a) payment in full of the price of the Goods sold hereby, and
- (b) payment in full of every other sum owing by the Buyer to the Seller.

6.2 Until title shall have passed as aforesaid, the Buyer expressly grants to the Seller a security interest in all of the Goods sold to the Buyer. The security interest also covers and includes all equipment, accounts, general intangibles, fixtures, and other personal property used, or acquired for use, in connection with the use or operation of the Goods, or otherwise related to the Goods. The Seller shall have all rights available to a secured party with a perfected security interest in the event of the Buyer's default.

6.3 In addition and without limitation, in the event that the Buyer shall sell the Goods before title has passed as aforesaid, he shall do so as the agent of the Seller and the proceeds shall belong to the Seller unless and until payment in full as provided for in Section 6.1 shall have been made. The proceeds of sale shall be kept in a separate account identified as containing monies from the sale of the Seller's property and the Buyer shall account to the Seller for the whole of such proceeds collected by the Buyer.

6.4 Without limiting any of the Seller's other rights, if the Buyer fails to make full payment of the price of the Goods when due, the Seller shall be at liberty at any time:

- (a) by notice in writing to require the Buyer forthwith to return the Goods whereupon the Buyer shall cease to be in possession of them with the consent of the Seller; or
- (b) to retake possession of the Goods and for that purpose to enter on any premises where the Goods are or are reasonably believed by the Seller to be situated.



The logo for TAD LED Design features the letters 'TAD' in a large, bold, black font. The 'T' has a red square above its top bar, the 'A' has a green square above its top bar, and the 'D' has a blue square above its top bar. Below 'TAD' are the words 'LED DESIGN' in a smaller, black, sans-serif font. Underneath that is the main title 'TAD LED Design Terms & Conditions' in a large, bold, black font.

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7.0 Disclaimers

7.1 THE LIMITED WARRANTY IN SECTION 8 BELOW SETS FORTH THE SOLE WARRANTY OF SELLER WITH RESPECT TO ANY PRODUCTS AT ANY TIME SOLD TO BUYER OR ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATIONS MADE BY SELLER. ALL OTHER WARRANTIES AND REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING UNDER STATUTE OR UNDER CONVENTION (INCLUDING THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS), ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THIS SHALL APPLY WHETHER THE PRODUCTS ARE USED ALONE OR IN COMBINATION WITH OTHER EQUIPMENT OR MATERIALS, EVEN IF THE PURPOSES OR USES OF THE PRODUCTS BY BUYER ARE KNOWN BY SELLER OR IF SELLER HAS BEEN INVOLVED IN THE ANALYSIS OF THE PURPOSES OR USES OF THE PRODUCTS OR HAS PROVIDED ANY RECOMMENDATIONS, ASSISTANCE OR INSTRUCTIONS IN CONNECTION THEREWITH. TO THE EXTENT THAT THE GOODS ARE SUBJECT TO MANUFACTURER'S WARRANTIES, BUYER'S SOLE REMEDY FOR BREACH OF ANY WARRANTY OR INDEMNIFICATION SHALL BE AGAINST THE MANUFACTURER AND NOT AGAINST THE SELLER.

7.2 The Buyer understands that any use of this Website is at its sole risk. Neither the Seller, its parent, subsidiaries, affiliates, nor any of their respective employees, agents, officers, directors or third party service providers (collectively, "Seller Parties") make any warranty or condition of any kind, whether express or implied, regarding this Website.

7.3 The access to and downloading of material from this Website is done at the Buyer's risk. The Seller makes reasonable efforts to ensure that this Website is virus-free, but the Company does not at any time guarantee or warrant that such materials are free of viruses, worms, Trojan horses or other destructive code. The Buyer is responsible for implementing safeguards to protect its computer system and data and the Buyer is responsible for the entire cost of any service, repairs or corrections necessary as a result of the use of this Website.

8.0 Limited Warranty

8.1 The Seller warrants that, for a period of twelve (12) months after the date of delivery of the Goods to the Buyer, the Goods will be free from defects solely with respect to the Seller's workmanship and assembly of the Goods; provided the Buyer provides written notice of any such defect, specifying the nature of the defect with reasonable particularity, and shall have shipped the Goods to the Seller using prepaid freight, all within twelve (12) months from the date of delivery of the Goods to the Buyer. Notwithstanding anything contained herein to the contrary, this warranty does not apply where (a) the Goods have been damaged or abused or improperly installed, maintained, stored, used or operated; (b) the Goods have been altered or repaired without the prior written consent of the Seller; (c) the Goods have not been used, maintained or repaired in accordance with manufacturer's specifications or operating manual; or (d) damage to the Goods has been caused by or resulted from the negligence or willful acts of the Buyer or any third party. The parties hereto expressly agree that Buyer's sole and exclusive remedy against the Seller shall be for the replacement of defective Goods or a credit adjustment as provided herein. The sole purpose of the stipulated exclusive remedy shall be to provide the Buyer with free replacement of defective Goods or a credit adjustment in the manner provided herein. The exclusive remedy shall not be deemed to have failed of its essential purpose so long as the Seller is willing and able to replace defective Goods or provide a credit adjustment in the prescribed manner.

8.2 The Buyer represents and warrants to Seller that: (a) the Buyer has, without the Seller's assistance, determined its requirements for the Goods and that the Buyer has determined that the design and specifications of the Goods are capable of fulfilling the purposes for which the Buyer intends to use the Goods; (b) the Goods are purchased for the purpose for which they were manufactured; (c) the Buyer has all the licenses that are required for the use of the Goods; (d) the Goods will be tested prior to use; (e) the Goods will only be used by suitably qualified individuals; (f) the Goods will be regularly serviced, tested, certified and inspected; (g) the Goods will not in any way be adapted or altered; and (h) the Buyer will not give or imply any warranty to any person whom the Buyer may sell or let the Goods



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other than the manufacturer's warranty and that the Buyer will notify that person of the requirements of the Seller as to license, test, use, service, inspection, certification, and adaptation as above and of any statutory authority of any province, state or country in which the Buyer or that person is resident or carrying on business.

8.3 If and to the extent assignable, the Seller hereby assigns to the Buyer, and the Buyer shall have the benefit of, any applicable manufacturer's warranties with respect to the Goods, provided, however, that the Buyer's sole remedy for the breach of any such warranty shall be against the manufacturer and not against the Seller. If the Goods are returned by the Buyer or repossessed by the Seller, all such manufacturer's warranties will be automatically reassigned by the Buyer to the Seller (without the need of written instrument or other formality) free and clear of all liens, security interests and other encumbrances.

8.4 These warranties and limitations shall apply to any repaired or replacement Goods supplied by the Seller.

9.0 Limitation of Liability

9.1 THE SELLER PARTIES' LIABILITY FOR GOODS DELIVERED OR NON-DELIVERY OF GOODS SHALL BE LIMITED TO REPLACING GOODS FOUND TO BE DEFECTIVE OR AT SELLER'S OPTION TO CREDITING BUYER AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH GOODS. UNDER NO CIRCUMSTANCES WILL SELLER OR ITS PARENTS OR AFFILIATES OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (a) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE; (b) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (c) ANY LOSS OR CLAIM ARISING OR OTHERWISE RELATED TO THE GOODS; OR (d) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR

ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE GOODS.

9.2 IN NO EVENT WILL SELLER PARTIES BE LIABLE TO THE BUYER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, COMPENSATORY OR PUNITIVE DAMAGES OR LOSSES OR DAMAGES FOR LOSS OF INCOME, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES OR OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATED TO THESE TERMS OR THE USE OF THIS WEBSITE.

9.3 THE SELLER PARTIES WILL NOT BE LIABLE FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY RIGHTS BY THE GOODS.

9.4 THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE CAUSES, CIRCUMSTANCES OR FORM OF ACTION GIVING RISE TO THE LOSS, DAMAGE, CLAIM OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE, CLAIM OR LIABILITY IS BASED UPON BREACH OF CONTRACT (INCLUDING, WITHOUT LIMITATION, A CLAIM OF FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND EVEN IF ADVISED OF THE POSSIBILITY OF THE LOSS, DAMAGE, DELAY, CLAIM OR LIABILITY.



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9.5 TO THE EXTENT THAT SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS ON SOME

CATEGORIES OF DAMAGES, THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO THE BUYER.

9.6 The Buyer acknowledges and agrees that these Conditions present a fair allocation of risk and liability, and that this Section 9 is an essential part of the bargain between the parties, a controlling factor in setting any fees or other charges, and an inducement to the parties to enter into these Conditions.

10.0 Inspection, Rejection and Return Inspection:

a) Upon Buyer's receipt of any shipment of the Goods, Buyer shall immediately inspect the Goods. Unless Buyer provides Seller with written notice of any claim for shortages of or defects in the Goods within twenty-four (24) hours following the Buyer's receipt of the Goods, such Goods shall be deemed finally inspected, checked and accepted by Buyer. The Buyer waives any claim or right to revoke acceptance if the Buyer fails to so inspect and report promptly within said twenty-four (24) hour period.

10.2 Software:

(a) Goods consisting of software are non-refundable and non-returnable.

10.3 Return of Goods:

(a) Buyer must request authority to return the Goods by contacting the Seller at rma@aclighting.com to obtain an RMA #. (b) The request for return authority must contain the following information: (a) the Buyer's name; (b) order #; (c) name

and e-mail address of a contact person for the Buyer; (d) serial number and part number of the Goods being returned; (e) number of units being returned; and (f) description of the reason for the return. The Seller has sole discretion to accept a return, replace Goods for which the Buyer seeks a return or reject a return.

(c) ANY RETURN ACCEPTED BY THE SELLER SHALL BE SUBJECT TO RESTOCKING FEE IN THE AMOUNT OF 25% OF THE CONTRACT PRICE OF THE GOODS BEING RETURNED. ALL RETURNED PRODUCTS MUST BE SHIPPED TO THE SELLER, FREIGHT PREPAID, AT THE BUYER'S RISK OF LOSS OR DAMAGE. THE SELLER MAY REJECT THE RETURN OF THE GOODS IF THE GOODS ARE NOT DELIVERED TO THE SELLER IN GOOD CONDITION.

11.0 Conditions Excusing Performance by Seller

11.1 At any time prior to the delivery of the Goods, the Seller may withhold delivery of the goods without liability to the Buyer, if the Seller receives notice that: (a) the Buyer is insolvent; (b) the Buyer has made an assignment for the benefit of its creditors; (c) the Buyer has filed a petition in bankruptcy or is adjudicated as insolvent or bankrupt; (d) a receiver has been appointed to administer the assets of the Buyer; (e) the Buyer has ceased, or threatened to cease to carry on all or a substantial part of its business; or (f) the Buyer has breached any applicable laws or regulations relating to federal or provincial corruption and bribery prohibitions.



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12.0 Indemnity

12.1 The Buyer, for itself and its executors, administrators, successors or assigns, agrees to indemnify, defend and hold the Seller and the Seller Parties (the "Indemnified Parties") harmless from and against any and all liabilities, penalties, fines, claims, causes of action, losses, damages, and costs and expenses incidental thereto (including, but not limited to, all costs of defense, settlement, reasonable attorneys' fees and other litigation expenses incurred in a judicial or administrative action), which any or all of the Indemnified Parties may hereafter suffer, incur, be responsible for or pay out related to, connected with or as a result of: claimed personal injuries (including loss of use), damage to any property (public or private), or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of the Goods (or use thereof by the Buyer or its agents) and/or the Website (or the use thereof), Buyer's performance in connection with this transaction or any negligent or willful act or omission by the Buyer or the Buyer's employees or agents in connection with this transaction or the Goods. The Buyer further agrees to indemnify, defend and hold the Seller harmless from any loss, claim or damage caused by negligence on the part of the Buyer in the servicing, maintenance, repair, modification, assembly, demonstration, use or application of the Goods.

12.2 Force Majeure The Seller shall not be liable for any failure to perform or delays in its performance due to forces of nature, acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, acts of terrorism, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods or washouts, acts, restraints or requirements of any government or government agency, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, unavailability of raw materials or supplies, or perils of the sea, all of which are beyond the Seller's reasonable control.

13.0 Arbitration and Choice of Law

13.1 All disputes arising out of or in connection with the Contract, or in respect of any legal relationship associated with or derived from this Agreement, other than for non-payment by the Buyer, all of which shall be determined by an Ontario court of competent jurisdiction, shall be arbitrated and finally resolved, with no right of appeal, even on questions of law, pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. The place of arbitration shall be Toronto, Ontario. The language of the arbitration shall be English. The Contract is governed by and interpreted in accordance with the laws of the Province of Ontario and the applicable laws of Canada. The Buyer irrevocably submits to the jurisdiction of the Ontario Courts.

14.0 General

14.1 The relationship between the Buyer and the Seller is that of buyer and seller, and the Buyer shall have no right and shall not attempt to enter into contracts or commitments in the name of or on behalf of the Seller or to bind the Seller in any respect whatsoever. Nothing herein shall be construed to make the Buyer the joint venturer, partner, agent, servant, franchisee or employee of the Seller, and the Buyer shall not have the power to bind or obligate the Seller.

14.2 The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of the Conditions by the other party shall not be deemed a waiver of that term, covenant, or condition nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

14.3 Any term or provision of the Conditions that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

14.4 A person who is not a party to the Contract shall not have any rights under or in connection with it. 14.5 The headings used in the Conditions are for information purposes only and have no legal effect.



The logo for TAD LED Design features the letters 'TAD' in a bold, black, sans-serif font. The 'T' has a red square above its top-left corner, the 'A' has a green square below its bottom-right corner, and the 'D' has a blue square above its top-right corner. Below 'TAD' are the words 'LED DESIGN' in a smaller, black, sans-serif font. Underneath this is the main title 'TAD LED Design Terms & Conditions' in a large, bold, black, sans-serif font.

TAD LED Design Terms & Conditions

14.5 The headings used in the Conditions are for information purposes only and have no legal effect.

14.6 The Seller reserves the right to assign any or all of its rights and obligations hereunder as it, in its sole discretion, determines appropriate or necessary, without the consent of you. These Conditions and all ancillary policies shall be binding on all permitted assigns and successors of Seller and Buyer.

15.0 Language

The Buyer confirms its express wish that these Terms and any other documents related thereto be drawn up in the English language. L'Acheteur confirme sa volonté expresse que les présents Terms ainsi que toute documentation y afférente soient rédigés en anglais.

If you have any questions or concerns relating to these Terms and Conditions or to any of its ancillary policies, please contact us via e-mail at adrian@tadled.com or by telephone at (416) 565-2803.

These Terms and Conditions are subject to all applicable Canadian laws and regulations.