



## TERMS AND CONDITIONS

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### Terms of Payment

Payment is due in full 30 days net from invoice date, on pre-approved credit only. Credit is at the sole discretion of MXLightForce and is offered subject to satisfactory credit investigation. In situations where credit is not offered, payment will be required before release of goods by MXLightForce. An interest charge of 1.5% monthly will be applied on any outstanding past due amounts. Returned checks will incur a charge of \$30 in USA and Canada and £30 for UK and EMEA to cover banking fees and administrative costs.

Should payment not be made by the due date, MXLightForce shall be entitled to require payment in advance for any orders not previously delivered and/or refuse to make delivery of any undelivered orders without incurring any liability to the buyer for non-delivery or delay of shipment. The Purchaser shall be responsible and liable for any fees, including attorney fees and collection costs, that MXLightForce may incur in its efforts to collect any unpaid invoices or balances from the Purchaser.

### Prices

All prices are in USD for USA, CAD for Canada, £ for UK, € for European Union and are subject to change without notice. Prices exclude shipping fees (FOB Santa Ana, CA for USA and Canada and FOB UK for UK and EMEA), carrier insurance, handling, sales tax and installation.

### Claims

MXLightForce is not liable for any damage that may occur in transit. Upon receipt of goods, it is the Purchaser's responsibility to examine the merchandise and any claims for loss or damage must be submitted by the Purchaser to the carrier. Shortages or invoicing errors must be submitted to MXLightForce in writing within 48 hours of receipt of goods and failure to do so will constitute acceptance of the goods and invoice.

### Orders

All orders must be submitted with a purchase order number in writing via fax or corporate email to our office. Telephone or verbal orders will not be accepted. Cancellations of purchase orders are subject to penalties.



### Returns

All returns, defective or non-defective, must be accompanied by a return merchandise authorization (RMA) number. Product is subject to exchange or replacement only and custom merchandise is non-returnable. The product must be under warranty and the part returned must be a MXLightForce part. Otherwise, the product will be returned to the Purchaser at their expense. If a shipment is refused by the Purchaser and returned to MXLightForce, the Purchaser is subject to a restocking fee and shipping charges. When appropriate, a restocking fee of 25% of the original invoice amount will be levied. In the event that a credit note results in a credit balance on the Purchaser's account, the credit is to be used toward future purchases and is non refundable.

### Production Specifications

MXLightForce reserves the right to change the technical specifications or design of any of its products at any time and without prior notice.

### Jurisdiction

The Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California for USA and Canada and construed in accordance with the laws of England for UK and EMEA. Both parties hereby agree to submit to the exclusive jurisdiction of the Federal and State courts in the State of California for USA and Canada and submit to exclusive jurisdiction of the English courts for UK and EMEA.

### Limitation of Liability

Both the Seller and Purchaser agree that MXLightForce's liability is limited to the repair or replacement of the products sold. MXLightForce is not liable for any indirect or incidental loss or damage suffered by the Purchaser, and/or end user, for (without limitation) property damage or loss of business or profits.

### Waiver

Failure of either party to enforce at any time or any period any one or more of the Terms or Conditions stated shall not be a waiver of them or of the right at any time thereafter to enforce all the Terms and Conditions of this agreement. No waiver of any of the provisions of this or any agreement shall be effective unless it is expressly stated to be such and signed by both the Seller and Purchaser.

### Force Majeure

The Seller shall not be liable for any delay or failure to deliver product due to an event beyond the control of the Seller, including but not limited to acts of God, terrorism, war, riot, civil unrest, earthquake, fire, breakdown of plant or machinery, or any other natural or manmade eventuality outside its control.