

OUR POLICIES & CONDITIONS OF PURCHASE

KLUS LED EXTRUSIONS, ACCESSORIES, LED STRIP LIGHTS, LED FIXTURES

KLUS Company warrants the IP20 rated indoor LED Strip Lights to be free from defects due to workmanship or material under normal use and service, for seven (7) years from the initial ship date. The only exceptions to the seven-year warranty period are as follows:

- **SD, RGB and RGBW IP20 LED strips which have a five (5) year warranty**
- **K-NF, K-NFM and WP product families which have a four (4) year warranty**

KLUS Company warrants the LED Extrusions, Accessories and LED Fixtures to be free from defects due to workmanship or material under normal use and service, for four (4) years from the initial ship date. The light sources inside KLUS IP20 static color fixtures are warranted for seven (7) years from the initial ship date. The only exception to the four-year warranty period is the T- Cover which has a two (2) year warranty and SD series LEDs which have a 4 year warranty.

KLUS Company warrants all KLUS Branded Power Supplies along with the following models to be free from defects due to workmanship or material under normal use and service, for five (5) years from the initial ship date -4060, 4061, 4065, 4070, 4085, 4090, 4095, EDPS-20/40/60/90/120. The exceptions to the five-year warranty period are as follows: models 4011, 4015, 4020, 4030, 4040, 4050 and all LUTRON power supplies are warranted for three (3) years from the initial ship date.

EXCLUSIONS AND LIMITATIONS

- 1) This Limited Warranty applies only to products manufactured by KLUS.
- 2) The Limited Warranty does not apply to any non-KLUS products even if packaged or sold with KLUS LED Fixtures.
- 3) Damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes;
- 4) Warranty is void when products are used in applications that they are not intended for.
- 5) Warranty is void when built fixtures assembled in the factory are disassembled and/or modified in the field.
- 6) Extreme heat or cold.
- 7) Exposure to liquid, chemicals
- 8) Connecting LEDs to the wrong Output Voltage
- 9) Improper connection of power supplies, LED products
- 10) Products damaged by connection to LED systems or components not purchased from KLUS
- 11) Improper selection of power supplies Example: Connecting 18W power supply to 20W Light Fixture

RETURNS AND REFUNDS

All sales are final. Returns are accepted for the defective products at our discretion. Please contact us within seven business days upon receiving the shipment if there are any issues with the product. We can replace the product if claimed to be defective upon receiving. Our return inspection management will examine the cause of defects.

A copy of the invoice is required for warranty replacements. RMA number must be requested by the customer prior to the return. Products may be returned only with authorization and a written RMA from KLUS. Returns without an RMA number will be refused and returned to customer at their expense. The RMA number must be referenced in the package of any returned product. Customers are responsible to check the shipment in the presence of the carrier. All claims for damages to your shipment must be made with the carrier. Please keep all shipping cartons and packing materials for carrier inspection/pick up. All returns are subject to a 25%-50% re-stocking fee, and in order to receive credit, all items must be returned within 30 days of the RMA's issuance. KLUS LLC reserves the right to administer alternative restocking fees based on the type of materials, order, or RMA in question. In the event of product replacement, the replaced product will be warranted by the remaining term of the original product's warranty period.

RETURNS AND REFUNDS ON CUSTOM ORDERS – ASSEMBLED LED FIXTURES

Definition:

KLUS customs orders are any orders for items that are not listed as standard products in our price lists. Customs orders would include: extrusion or LED tape cut to size (other than 1m and 2m), custom runs, and assembled fixtures.

KLUS LED fixtures assembled according to the customer's requirements are not standard items. Parts are cut to order and assembled to the customers' requirements; therefore, they do not qualify for a return or exchange. We highly recommend ordering a sample of a customized fixture for a mock up before ordering in high volume.

In order for KLUS to process custom orders a PO must be placed that includes all the details, measurements, lengths for the order to be processed.

KLUS will prepare a quote based on the PO and send it for approval. The PO and KLUS estimate must match.

After the approval is received, we request a 50% down payment for custom orders of \$10,000 and more (the amount after discount, does not include shipping charges). We cannot start processing custom orders if the down payment was not received by KLUS.

All sales are final for fixtures assembled to customer's individual requirements. Returns are accepted for defective products at our discretion. Please contact us within seven business days upon receiving the shipment if there are any issues with the product. We can replace the product if claimed to be defective upon receiving.

Labor is not covered by the warranty, only the defective piece. Our return inspection management will examine the cause of defects. A copy of the invoice is required for warranty replacements. RMA number must be generated by KLUS prior to the return. The RMA number must be referenced on the package of any returned product. Customers are responsible to check the shipment in the presence of the carrier for any damages. All claims for damages to your shipment must be made with the carrier. Please keep all shipping cartons and packing materials for carrier inspection/pick up.



SHIPPING COSTS AND CLAIMS

Shipping costs are the responsibility of the customer. Damage during shipping is not covered under the limited warranty. We ship by UPS Ground, FedEx Ground unless otherwise noted in writing. All claims for merchandise delayed, lost or damaged in transit are the responsibility of the carrier and must be reported within 24 hours to the shipping carrier in order to establish a claim. Claims for more than US\$100 must be in writing. All shipping cartons and packing material must be kept for carrier inspection.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, KLUS IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION;

Forum Selection and Interpretation

Agreements relating to KLUS LLC products (including but not limited to these Terms and Conditions) are to be governed by the laws of the State of Florida, excluding its choice of law rules. Any dispute relating to KLUS LLC products shall be litigated exclusively in the County and Federal courts located in Indian River County, Florida and in no other jurisdiction or venue. KLUS LLC and Buyer each consent to personal jurisdiction in Florida and waive any objection to process based upon personal jurisdiction.