

OEM TERMS & CONDITIONS OF SALE

(All approved OEM customers with in the United States)

OEM Status - To qualify for approved OEM status, a customer must be a fixture manufacturer and be procuring IR-TEC America, Inc. products for use solely with their Light Fixtures. OEM shall also purchase substantial quantities of product relevant to their market position. IR-TEC America, Inc. reserves the right to periodically review and reject OEM status at any time. Account balances shall be in good standing to retain OEM status.

Acceptance - All orders are subject to final acceptance by IR-TEC America, Inc.

Prices - Prices shown are in U.S. Dollars (\$). Orders are accepted subject to prices in effect at date of shipment. Prices are subject to change without notice. Appropriate state sales tax will be charged where applicable.

Orders – All orders should be e-mailed to orders@irtec.com

Terms - Net 30 Days upon shipment for U.S. customers in good standing. On any past due invoice, IR-TEC America, Inc. may charge interest at 1.5% per month, plus reasonable attorney fees and collection costs incurred. Credit Cards will be only be accepted for payment with prior authorization from IR-TEC America, Inc.

Claims - Customer must notify IR-TEC America, Inc. in writing of any damage, shortage, or other discrepancy to products within 10 days of delivery.

Warranty - IR-TEC America, Inc. warrants these products to be free of defects in manufacture and workmanship for a period of 60 months. IR-TEC America, Inc., upon prompt written notice of such defect will, at its option, provide a Return Material Authorization (RMA) and repair or replace returned product.

Limitations and Exclusions -This Warranty is in full lieu of all other representation and expressed and implied warranties (including the implied warranties of merchantability and fitness for use) and under no circumstances shall IR-TEC America, Inc. be liable for any incidental or consequential property damages or losses.

Returns - Returns shall be accompanied with a written Return Material Authorization (RMA) from IR-TEC America, Inc. All such returns shall be for credit applied to account only. A restocking fee may apply for handling, repairing, reworking, or adapting returned goods. Exact credit amount shall be determined after the product is returned and evaluated. If credit is unsatisfactory, the customer may request in writing within 15 days to have the product returned. Customer is responsible for all return shipping charges, including repacking if necessary.