

Hi-Tech Lamps, Inc.

Terms of Use and Sale

The following **Terms of Use and Sale ("Terms")** are policies and terms of a legal agreement between you and Hi-Tech Lamps, Inc. ("Hi-Tech Lamps") a California corporation. These policies and Terms govern the purchase of any product offered by Hi-Tech Lamps. Please read these Terms carefully. They contain important information about your rights and obligations as well as limitations and exclusions that may apply to you. By placing an order, you acknowledge that you have read, accepted and have agreed to be bound by these Terms, without limitation or qualifications. These Terms are subject to modification without prior written notice and at any time in Hi-Tech Lamps sole discretion. By using this website, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Terms to which you are bound.

Jurisdiction and Venue

Any claim relating to the use of the products sold, or materials and information contained herein or provided by Hi-Tech Lamps representatives is governed by the laws of the State of California.

You and Hi-Tech Lamps (collectively the "Parties" individually a "Party") irrevocably agree that any legal action, suit or proceeding brought by it in any way arising out of these terms must be brought solely and exclusively in the federal or state courts of California located in Santa Clara County, and irrevocably accept and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in person, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party.

Waivers and Amendments

The waiver by either Party of any provision of these Terms on any occasion and upon any particular circumstances shall not operate as a waiver of such provision of these Terms on any other occasion or upon any other circumstances. These Terms may be waived or amended only in a writing signed by the Parties.

Orders

Orders are not binding upon Hi-Tech Lamps until accepted. Hi-Tech Lamps reserves the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. Verification of product application, end user and customer information may be required prior to the acceptance of any order. Hi-Tech Lamps reserves the right to revoke or refuse service to any individual or entity at any time and for any reason at its sole discretion.

Product and Pricing Information Errors

Although our goal is 100% accuracy of pricing and product information, errors may occur in our constantly changing product line. If product or pricing errors are discovered, they will be promptly corrected in our system, and the corrected product information and price will apply. Hi-

Tech Lamps will notify you if your open order includes items that are incorrectly specified or priced.

Use of Items

All products sold are intended to be used in strict accordance with the guidelines and instructions of the item and equipment manufacturers. Any use of the purchased items is made at the sole discretion and risk of the customer. The customer is responsible for obtaining any and all necessary manufacturer information concerning the proper use of items and equipment purchased and agrees to hold Hi-Tech Lamps, its employees, representatives and contractors harmless from any damages arising from the use or misuse of any product.

Products

Hi-Tech Lamps may discontinue any product at any time without notice. Certain products are subject to minimum order quantities, some will have significant lead times and some are known to be discontinued, but are shown for reference.

"Value Brand" Products

The term "Value Brand" is used by Hi-Tech Lamps to describe items meeting or exceeding the specifications as listed on the respective HTML or .pdf page. "Value Brand" items are manufactured by numerous companies whose company names may or may not be specified ("white box") or may or may not be recognizable "brand names" to the consumer. The trademarks and/or trade names of the "brand name" companies referenced are used only to compare products of similar characteristics. Orders for "Value Brand" products may contain items manufactured by "brand name" companies and by two or more companies.

US Domestic Shipment

Orders with all in-stock items will usually be shipped complete within one business day for Monday through Friday delivery via ground transportation to most US locations. Upgraded shipping services (Next Day, 2nd Day, 3 Day) are available at an additional charge or when shipping on customer accounts.

In the event only a portion of the product on order is in stock at the time an order is placed, Hi-Tech Lamps may elect, unless specifically prohibited by the customer purchase order terms, to ship and invoice for the partial order.

While Hi-Tech Lamps will make every reasonable effort to ship orders within these time frames, Hi-Tech Lamps accepts no liability for any delay in receiving or completing your order.

International Shipment

The customer is responsible for payment of fees, taxes, duties, tariffs and any other charges levied by destination import officials or customer selected shipping agents in brokering the delivery. Refusal or failure to pay any such fees that may be assessed by either party will result in the order being subject to the regulations governing non-payment of duties by the destination government. In the event that the customer's refusal to pay any import fee results in a fee being assessed to the shipper, the customer will be charged a service fee equal to the total of such additional shipper fees PLUS 25 PERCENT. Any returned packages received by Hi-Tech Lamps due to non-payment of import fees will be treated as a Return. Under no circumstances will Hi-

Tech Lamps issue a credit for orders after refusal of customer to pay the destination country's import fees. Continued refusals to pay import fees assessed by the destination government will result in account suspension and refusal of future service.

Orders with all in-stock items will usually be shipped complete within two business days for Monday through Friday delivery via specified transportation method.

In the event only a portion of the product on order is in stock at the time an order is placed, Hi-Tech Lamps will hold order for complete shipment, unless specifically requested by the customer to ship and invoice for the partial order.

Unless otherwise agreed, payment must be made in full using an internationally accepted credit card or bank transfer prior to international shipment.

While Hi-Tech Lamps will make every reasonable effort to ship orders within these time frames, Hi-Tech Lamps accepts no liability for any delay in receiving or completing your order.

Return and Replacement Policy

Hi-Tech Lamps will replace or credit the order and refund any applicable shipping costs only if we made an error with your order.

Please note any obvious shipping damage or shortage while applying your signature at the time of delivery and make all claims for replacement or credit within 30 days of shipment. To return any mistaken or damaged item, please call our toll free number to obtain a Returned Material Authorization (RMA). For damaged orders, keep the original box and all packaging materials for possible inspection by the carrier and/or return to Hi-Tech Lamps. Hi-Tech Lamps may at any time limit the number of delivery attempts based on unfavorable delivery history resulting from, but not limited to, damage, loss, or theft.

All goods and services provided are rendered on an AS IS and AS AVAILABLE basis. Credit or replacement for incorrect, damaged or defective merchandise is provided at the sole discretion of Hi-Tech Lamps and subject to the following conditions:

Returns: Returns of **standard items** are accepted for any reason within 30 days of shipment. Defective items may be returned within 1 year. No returns will be authorized after 12 months from the date of shipment or at any time for non-standard items and the following:

- Linear bulbs which are 30" or longer in length,
- Products designated as Special Order or Custom Designed, or are manufactured to customer specifications.
- Orders shipped outside the continental U.S.,
- Shipments delivered via common carrier.

All returns must be pre-approved by contacting Hi-Tech Lamps customer support and securing a Return Materials Authorization (RMA) number. Approved returns must be sent in as-new condition in the original sealed packaging via a pre-paid shipping method to the following address with the RMA number clearly marked on the outside of the box:

Hi-Tech Lamps, Inc.
Attn: RMA (TBD number)
922 San Leandro Ave. Suite B
Mountain View, CA 94043

Once standard items returned where Hi-Tech Lamps has made no error in merchandizing or shipping are received, the returned items will be inspected, and if received in new, saleable condition in the original sealed packaging a credit will be issued for the purchase price of the returned items less a 20% restocking fee. Original order shipping costs are not refundable.

Replacements: Replacements will not be accepted after 1 year from the date of shipment. All returns for replacement or credit based on claims of defective products must be pre-approved by contacting customer support and obtaining a Return Materials Authorization (RMA) number. Approved returns must be received in the as-reported condition in packaging adequate to prevent further damage, via a pre-paid shipping method to the following address with the RMA number clearly marked on the outside of the box:

Hi-Tech Lamps, Inc.
Attn: RMA (TBD number)
922 San Leandro Ave. Suite B
Mountain View, CA 94043

Once received, the returned items will be inspected, and a determination made as to the potential cause of failure. If the cause of failure is not apparent all or some of the returned products may be submitted to the manufacturer for analysis. All replacements or credits for defective product claims are subject to findings of the manufacturer of the product. The issuance of credit or replacement of product will be at the sole discretion and cost of Hi-Tech Lamps. Original order shipping costs are not refundable.

Credit Accounts & Purchase Orders

Unless otherwise specifically agreed, all credit account orders are purchased under NET 30 payment terms from the date of the mailed or emailed invoice. Payment is expected to be postmarked by at most 30 days from the date of Invoice generation (this is referred to as the "Due Date" on the sent invoice). Failure to make payment in accordance with agreed terms may delay shipment of subsequent orders.

Interest at a rate equal to the lower of 1.5% or the maximum rate permitted by law shall accrue on the outstanding balance of all payments not made when due, and any such interest shall be payable on demand.

Shipping Terms

All orders are shipped under FOB Shipping Point terms. This means the seller fulfills their obligation to deliver when the goods have passed over to the buyers chosen shipping agent at the sellers shipping dock. The buyer assumes all costs and risks to loss of or damage to the goods from that point. All shipments are shipped without insurance unless specifically directed by

customer. Buyer assumes all responsibility to report and file claim with the chosen carrier for any damaged package received. All shipping specified by the customer to be on the customer's DHL, FedEx or UPS Account, whether via phone, fax or email purchase order, or via the website checkout process, will be billed Freight Collect by the carrier specified. Any charge-back to Hi-Tech Lamps resulting from an invalid or fraudulent shipping account number will be billed to the customers' payment method for the order. Any refused shipment will be treated as a Return.

Sales Tax

Hi-Tech Lamps collects sales tax on all orders with the SHIPPING address located within the State of California. Holders of valid tax exemption certificates must submit them to Hi-Tech Lamps prior to ordering in order to receive an exemption to this policy. All customers outside of the State of California are responsible for remitting the proper sales tax to the tax agency located in their jurisdiction. Hi-Tech Lamps will not be responsible for collecting or transmitting this tax on the customer's behalf.

Information Accuracy

This website contains data accumulated to date and thought to be accurate by Hi-Tech Lamps. Additional information is constantly being uncovered through research and testing, which may modify the data given herein. For the latest product design data and information, contact the equipment or manufacturer representative. The data and possible applications found on hi-techlamps.com as well as any information furnished by our representatives by telephone, fax or email is intended for general information only and is not intended and should not be taken as representations or warranties as to the suitability of a product for any particular application or use in any particular equipment, nor are our representatives authorized to make any such representations or give any such warranties. Applications and conditions of use of these products are many and varied. Therefore, it is the purchaser's responsibility to make the determination as to the suitability of a product for a particular application or use and by using this site the user agrees to assume all such responsibility.

Trademarks, Brandmarks and Copyrights

All trademarks, brandmarks, copyrights, logos and like markings are the property of their respective owners. Use of any such marking by Hi-Tech Lamps is intended solely in a nominative use capacity for the purpose of identifying and differentiating products offered by different manufacturers and distributors on this website. The use of said markings does not constitute or imply a relationship of any kind between Hi-Tech Lamps and the owner of any such marking and Hi-Tech Lamps, and are not owned, controlled, sponsored, endorsed by or affiliated with any manufacturer or distributor on this website.

Use Restrictions

Copyright in all material provided on this website is held by Hi-Tech Lamps or by the original creator of the material. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Hi-Tech Lamps or the copyright owner. This permission terminates automatically if you breach any of these Terms or conditions. Upon termination, you must immediately destroy any downloaded and printed materials. You also may

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Limitation of Liability

All products are sold with manufacturer warranties only. Hi-Tech Lamps disclaims responsibility for all warranties of any kind relating to the products or use thereof, express or implied, including warranties of merchantability, non-infringement, title, or fitness for a particular purpose. Some jurisdictions may not allow the exclusion of certain implied warranties, so some of the above exclusions may not apply to you.

Under no circumstances, including, but not limited to, negligence, shall Hi-Tech Lamps be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the products sold by Hi-Tech Lamps or the information and materials on this website, or information and materials provided by phone, fax or email, even if Hi-Tech Lamps or a Hi-Tech Lamps authorized representative has been advised of the possibility of such damages. If your use of information, products or materials from Hi-Tech Lamps or this website results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof. The hi-techlamps.com website is provided by Hi-Tech Lamps on an "as is" and "as available" basis. Hi-Tech Lamps makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products sold on or included on this site. You expressly agree that your use of this website is at your sole risk. To the full extent permissible by applicable law, Hi-Tech Lamps disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Hi-Tech Lamps does not warrant that our websites, servers, or e-mails sent from Hi-Tech Lamps or hi-techlamps.com is free of viruses or other harmful components. Hi-Tech Lamps will not be liable for any damages of any kind arising from the use of this website, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Severability

If any provision of these Terms are held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction or arbitral tribunal, such provision shall be deemed severed from these Terms and the validity of the remainder of these Terms shall not be affected thereby.