



# JALUX AMERICAS, Inc.

390 N. Pacific Coast Hwy., Suite 2000, El Segundo, CA 90245  
Tel: (310) 524-1000 • Fax: (310) 524-1090

## Terms & Conditions

**Agreement Scope.** Supplier agrees to sell, and Buyer agrees to purchase, products under the terms hereof. Each Purchase Order is governed by these terms unless otherwise agreed in writing. **THIS OFFER (OR ACCEPTANCE, AS THE CASE MAY BE) IS HEREBY EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE ALL THE TERMS CONTAINED IN THIS OFFER (OR ACCEPTANCE) AND NO ALTERATION WILL BE ACCEPTED ABSENT A SIGNED ACCEPTANCE BY SELLER.**

**Order Acceptance.** All orders are subject to written confirmation by Supplier. Once confirmed, orders cannot be cancelled or changed without written consent of Supplier.

**Pricing.** Product prices are based on the Supplier price list and may be updated with 60 days' written notice. Unless otherwise agreed, prices include delivery charges and applicable taxes.

**Payment Terms.** Payment shall be made in USD within 30 days of invoice date by wire transfer. Late payments will incur a 1% monthly interest and collection fees if applicable.

**Delivery.** Delivery terms are C&F from Supplier's designated warehouse. Title passes to Buyer upon delivery at the destination. Supplier will not be liable for delays but will make best efforts to meet requested dates.

**Inspection.** Buyer must inspect products within 72 hours of delivery. Claims for defects must be made within this period. Supplier will either replace defective items or issue a refund.

**Warranty.** Products are warranted to be free from material defects and to conform to specifications for 4 months from delivery. This excludes mishandled or expired goods.

**Limitation of Liability.** Supplier's liability is limited to the purchase price of defective products. Supplier is not responsible for indirect, special, penal or consequential damages.

**Taxes.** Buyer is responsible for all applicable taxes. Tax exemption certificates must be provided where applicable.

**Termination.** Orders may not be cancelled after acceptance unless approved by Supplier. Buyer is liable for all related charges if cancellation or refusal occurs.

**Confidentiality.** Both parties agree to maintain confidentiality regarding information exchanged that has been reasonably identified in writing as confidential by the other party and all proprietary or business-related information exchanged that the receiving party could reasonably understand to be confidential. This obligation of confidentiality shall not apply to information that is already in the public domain, that is publicly available, or that is required by a court, arbitral tribunal or government agency having jurisdiction to be disclosed.

**Waiver.** The failure of Supplier to insist upon strict performance of any of the term hereof shall not be construed as a waiver, to any extent, of its right to assert any such term in the future.

**Compliance.** Each party shall comply with all applicable laws and regulations, including necessary permits and approvals for the sale and distribution of products.

**Governing Law.** This agreement shall be governed by the laws of California. Venue for any disputes shall be Los Angeles County, CA.

**Arbitration.** Disputes shall be resolved exclusively through binding arbitration in Los Angeles, CA, notwithstanding which, urgent matters may be brought to court. Jury trial rights are hereby waived.



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**Force Majeure.** Neither party shall be liable for delays caused by events beyond its reasonable control (e.g., natural disasters, labor strikes). Payment obligations for delivered goods remain in force.

**Assignment.** Buyer may not assign rights or obligations without written consent from Supplier.

**Severability.** If any term hereof is held invalid, the remaining terms hereof remain enforceable.

**Entire Agreement.** These terms, along with confirmed purchase orders, shall constitute the full agreement between the parties and override any conflicting terms unless otherwise agreed in writing.