



Standard Terms and Conditions

Rev. March 15, 2013

Minimum Order

\$100.00 - Orders with a pre tax value below \$100 will have a \$10 handling charge applied on the invoice

Payment Terms O.A.C.

1. With all new customers, the first order is always Prepaid or C.O.D. where practical
2. As Sol IV Semiconductor does not sell direct, it will not accept orders from certain customers i.e. end-users, contractors or persons deemed to order material for Sol IV Semiconductor's competitors
3. Total invoice amount is due in 30 days and no holdbacks are allowed for any reason whatsoever
4. 2% per month service charge is applied to all invoices over 45 days past due
5. With all "Special Order" and "Custom Work" and all non-standard options, a deposit of up to 50% is required with PO. No materials will be ordered or work will commence until the deposit is received.
6. With orders that exceed Customer's credit limit, the difference between customer's credit limit and the order value including taxes and shipping, must be paid prior to shipment release.

Delivery Charges and Limitation of Liability

1. **Ontario, Quebec:** Prepaid shipment to Major Hubs if purchase order amount is greater than \$1,000.00 (CAD)
2. **Rest of Canada:** Prepaid shipment to Major Hubs on PO amount greater than \$2,000.00 (CAD). "Beyond point" deliveries may incur additional charges
3. **U.S.A.:** Prepaid shipment if purchase order amount is greater than \$3,000 (USD). Applies to all regions of continental U.S.A.
4. **Other countries:** Our relationships with global shipping companies are guaranteed to provide the lowest delivery costs. Contact factory for shipping charges estimate
5. All shipments are Ex-Works Sol IV Semiconductor plant, office or a distribution point. Sol IV Semiconductor's responsibility ceases when material is picked up by a forwarder
6. Sol IV Semiconductor can not, and will not be held liable for any delays in delivery for any reason whatsoever

Returned Material

1. NO RETURNS on "Custom", "Special Order", "Cut to Order", "Final Sale" or any other non-standard items, goods, third-party items or modified items
2. Goods are not to be returned without Sol IV Semiconductor's prior consent and authorization number
3. Goods cannot be returned passed 6 months from the date of invoice
4. Returned material or POs cancelled for any reason whatsoever are subject to a 30% re-stocking charge (minimum \$100.00)
5. Customer is responsible for the freight costs of the returned material
6. If customer wishes to exchange for equal or greater value of goods, 25% re-stocking charge can be waived subject to:
 - a) 5% administrative charge on the invoice value
 - b) customer will carry the freight costs of both the returned goods and delivery of the exchanged goods

Credit Notes

1. Credit notes can only be applied to future purchase of goods sold by Sol IV Semiconductor and cannot be offset against payment of outstanding invoices
2. Credit notes are valid for six (6) months from the date of issue. After the credit note has expired, it is no longer valid. It is the responsibility of the customer to ensure that the credit note is redeemed before the expiry date
3. Credit notes are not redeemable for cash

Limited Warranty

1. See the [Warranty Statement](#)

END OF DOCUMENT



World-Wide Limited Warranty Statement and Limitation of Liability

Rev. March 4, 2014

Sol IV Semiconductor, a division of 2417110 Ontario Ltd. (Sol IV) warrants that, lighting components furnished by Sol IV, except where otherwise stated, with manufacturing date code after March 2014 will continue delivering an adequate performance defined as Lumen Maintenance 70% or better, from the date of manufacture for the following time periods: LED modules, drivers and other components in end-product luminaires with operating cycles not exceeding 12 hours per day, 4380 hours per year: **Six (6) Years Warranty** providing that OEM luminaires where these components are used, are designed with proper heat dissipation in mind where none of the luminaire components will exceed 90% of maximum rated case temperature tested at maximum ambient temperatures specified in the luminaire's data sheet. The finished product installation must be completed by a professional electrician with a proper and currently valid Master Electrician License. In addition, the End-user must register the installation with Sol IV by providing the following information on the End-user's letter-head, by fax, email or regular mail:

- 1.) Date of installation
- 2.) End-user name, address, phone and contact name and email of Facility Manager and Maintenance Manager
- 3.) Name, address, phone number and contact name and email of person(s) that installed the product. Include copy of their Master Electrician License
- 4.) Include copy of Electrical Safety Inspection and the original Invoice for the registered materials

Sol IV components utilized in finished product Luminaires that do not qualify for a Six (6) Year warranty, i.e. those with operating cycles more than 12 hours per day, 4380 hours per year, are covered for a period of Five (5) Years. The warranty and remedies set forth herein are conditional upon proper transportation, storage and installation in conformance with current editions of National and local codes, Underwriters' Laboratories Inc., Canadian Standards Association, ENEC standards for safety and any Installation Instructions or recommendations of Sol IV. The conditions of tests concerning any luminaire which is claimed to have not performed satisfactorily under this warranty shall be mutually agreed upon in writing and Sol IV shall be notified of, and may be represented at all tests that may be made on the subject luminaire.

If any luminaire fails to meet the above warranty, and if the Purchaser or the End-user notifies Sol IV in writing (email) within ten (10) days of discovery of the defect, and makes the luminaire available, Sol IV shall thereupon correct such defect, at Sol IV's sole opinion, by either: (A) replacing the defective luminaire (F.O.B. Sol IV plant, Office or other point of shipment) with an identical or similar product or (B) repairing the defective luminaire if possible

No repair or other labor charges or any other costs will be paid for unless authorized in writing by Sol IV.

In all instances Purchaser or End-user shall provide written (email) notification of a claimed defect to Sol IV. Sol IV will issue proper R.M.A. number that begins with W. Once the Purchaser or the End-user receives proper R.M.A. number, the Purchaser or the End-user shall return the defective luminaire to Sol IV. Luminaires must be returned in proper packaging as not to get damaged in transport.

The foregoing shall constitute the sole compensation to the Purchaser or the End-user and the sole liability of Sol IV with regard to warranty. Sol IV makes no other warranty, statutory or otherwise, and none is implied. In particular, without limiting to foregoing, no warrant of salability or fitness for a particular purpose is made or implied. Sol IV's liability on any claim of any kind, including negligence for any damage arising out of, connected with, or resulting from this warrant, or from the supply or failure to supply a luminaire, or from the design, manufacture, sale, delivery, resale, installation, inspection, repair, operation or use of a luminaire furnished by Sol IV, shall in no case exceed the purchase price allocated to the luminaire or luminaires which give rise to the claim. Sol IV reserves right to change it's Warranty at any time and without any notice to anyone.

END OF DOCUMENT