

Terms and Conditions

Shipping, Returns and Limited Warranty

These Terms and Conditions apply to products purchased directly from EnoLED Inc. ("EnoLED") by distributors, dealers, partners, resellers and other commercial buyers (each, a "Buyer"). By submitting an order that EnoLED accepts, the Buyer agrees to these Terms and Conditions. Any different or additional terms in a Buyer purchase order or other document will not apply unless EnoLED expressly agrees to them in writing.

1. Shipping and Delivery

1.1 Freight Allowance - United States (48 Contiguous States)

- General orders: Freight is allowed on orders totaling \$500 or more, excluding LED channels.
- LED channels: Orders totaling \$500 or more in LED channels qualify for free freight. A flat \$50 shipping fee applies when the LED channel order total is below \$500.
- Orders below the applicable minimum are subject to the freight charges stated above or EnoLED's standard freight charges, as applicable.

1.2 Freight Allowance - Canada, Alaska, Hawaii, Puerto Rico and the Caribbean Islands

- General orders: Freight is allowed on orders totaling \$1,500 or more, excluding LED channels.
- LED channels: LED channels do not qualify for free freight to these locations; standard freight charges apply.
- Orders below the applicable minimum are subject to standard freight charges.

1.3 Carrier, Drop Shipping and Expedited Service

- EnoLED reserves the right to select the carrier and service, typically UPS Ground or an equivalent service.
- A \$25 processing fee applies to drop-shipping orders with an order value below \$500.
- Expedited shipping must be requested in writing on the purchase order. The Buyer is responsible for the full expedited shipping cost, regardless of order size. Expedited service is subject to availability and may involve additional charges.

1.4 Delivery Schedule

Shipping and delivery dates are estimates and depend on EnoLED receiving complete and timely order information. EnoLED will use commercially reasonable efforts to meet the agreed schedule but is not responsible for losses resulting from delayed delivery or from a request for a shipping date earlier than EnoLED's then-current schedule.

2. Returns, Cancellations and Transit Damage

2.1 Return Authorization Required

Every return requires EnoLED's prior approval and a Return Merchandise Authorization (RMA) number. To request an RMA form and number, contact EnoLED Customer Service. Products returned without authorization may be refused.

2.2 Stock Items

- Orders for stock items canceled before shipment will receive a full refund, except for custom products as stated below.
- Eligible stock items may be returned within 30 calendar days and are subject to a 20% restocking fee.
- Eligible LED channels may be returned within 30 calendar days and are subject to a 50% restocking fee because of their high risk of transit damage and limited resale potential.
- Shipping charges are non-refundable.
- The Buyer is responsible for return shipping costs for non-defective stock items.
- Returned items must be in their original packaging and include all components, instructions and accessories, together with the RMA number.

2.3 Custom Products

Custom products are non-cancellable, non-returnable and non-refundable, except when EnoLED determines that a product is defective and covered by the Limited Warranty below.

2.4 Items Damaged in Transit

The Buyer must notify EnoLED within 15 calendar days after delivery to begin an RMA or carrier-damage claim for products damaged in transit. The same authorization process used for defective products applies.

3. Limited Warranty

3.1 Warranty Coverage and Period

EnoLED warrants that its products (the "Goods") will conform to EnoLED's published specifications in effect at the time of manufacture and will be free from material defects in workmanship and materials for six (6) years from the date of shipment, or for any longer period stated on EnoLED's website or the applicable product specification sheet at the time of purchase (the "Warranty Period").

3.2 Installation and Use Requirements

Proper system design, configuration, installation, commissioning, use, storage and maintenance are essential to product performance. Buyers must follow EnoLED's instructions and recommended guidelines and should use appropriately licensed professionals for design and installation.

3.3 Warranty Exclusions

The Limited Warranty does not cover:

- damage, failure or performance issues caused by improper design, configuration, installation, commissioning, storage, use or maintenance;
- continued use of Goods after the Buyer has notified EnoLED of a defect;
- Goods altered or repaired without EnoLED's prior written consent; or
- third-party products included with or associated with the Goods.

3.4 Warranty Claim Procedure

- The Buyer must contact EnoLED within 30 calendar days after discovering, or when it reasonably should have discovered, the claimed defect.
- The Buyer must obtain an RMA form and RMA number and provide the requested product and defect information.
- When EnoLED authorizes the return for evaluation, EnoLED will provide a return label. The signed RMA form and a description of the claimed defect must accompany the returned Goods.
- EnoLED will inspect and evaluate the returned Goods to determine whether the claim is covered.

3.5 Exclusive Warranty Remedies

For a valid claim made during the Warranty Period, EnoLED may, at its option, repair, replace or substitute the defective Goods or component, or issue a credit or refund not exceeding the original purchase price. A credit or refund may be prorated based on the time elapsed since delivery and the stated product life. These are the Buyer's sole and exclusive remedies for breach of this Limited Warranty. No labor charges will be accepted without EnoLED's prior written approval.

4. Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS LIMITED WARRANTY ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENOLED DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ENOLED MAKES NO WARRANTY REGARDING THIRD-PARTY PRODUCTS.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ENOLED WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOSSES ARISING FROM DELAYED DELIVERY, WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY. ENOLED'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE GOODS, THEIR MANUFACTURE, SALE, DELIVERY, USE, MAINTENANCE, REPAIR OR MODIFICATION, OR THE SUPPLY OF REPLACEMENT PARTS, WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES EVEN IF AN EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. Applicable Law and Consumer Rights

Some jurisdictions do not permit certain warranty disclaimers or limitations of liability. Nothing in these Terms and Conditions excludes or limits rights that cannot lawfully be excluded or limited. The Limited Warranty does not affect any mandatory statutory rights available to a consumer.

7. Policy Updates and Contact

EnoLED may update these Terms and Conditions from time to time. The version in effect when EnoLED accepts an order will apply to that order unless otherwise agreed in writing.

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