



LEDGlow Lighting, LLC
444 Commerce Lane Suite B
West Berlin NJ, 08091
856-768-5700 Ext 123

RESELLER POLICIES

Below are the terms of agreement, policies, and regulations for all LEDGlow Lighting, LLC Resellers. By purchasing and reselling LEDGlow Lighting, LLC products, you are agreeing to the terms set forth in this document.

ELIGIBILITY

LEDGlow Lighting, LLC Resellers require prior approval and shall not be opted into the Reseller Program unless all requirements are met.

- To become a **LEDGlow Lighting, LLC Dealer**, a one-time Dealer Buy-In Order equal to Five-Hundred Dollars (\$500.00) or more is required once the application has been approved. To maintain an active Dealer Account, a combined sales amount of One-Thousand Dollars (\$1,000.00) is required each calendar year. LEDGlow Lighting, LLC reserves the right to adjust the Dealer Buy-In amount at any time, for any reason.
- To become a **LEDGlow Lighting, LLC Distributor**, a one-time Distributor Buy-In Order equal to Two-Thousand Five-Hundred Dollars (\$2,500.00) or more is required once the application has been approved. Distributor shall receive a Distributor Account and Pricing. A combined sales amount of Five-Thousand Dollars (\$5,000.00) is required each calendar year. LEDGlow Lighting, LLC reserves the right to adjust the Distributor Buy-In Amount at any time, for any reason.

REQUIREMENTS

Buy-In

The Buy-In must be completed within thirty (30) days of approval of the Reseller Application. Failure to complete the Buy-In within the thirty (30) day period will render the Reseller Application null and void. The Buy-In Order must be shipped to the business address on record. All orders may be drop shipped to other locations following the Buy-In. Website orders do not qualify for credit toward a Dealer or Distributor Account, regardless of whether an account was open at the time of the website order. For a Dealer or Distributor Account to receive qualifying credit, orders must be placed via phone or submitted via email by an Authorized Buyer.

Brick and Mortar Retail or Wholesale Location

Resellers must have a Brick and Mortar retail or wholesale location engaged in the sale or service of automotive products (i.e., trucks, motorcycles, and other motorized vehicles). Any Reseller seeking a waiver from the Brick and Mortar store requirement must obtain written consent by LEDGlow Lighting, LLC, which will not routinely grant, and may withhold, at its sole discretion. LEDGlow Lighting, LLC reserves the right to deny eligibility of the Reseller Application or Account should LEDGlow Lighting, LLC believe that the application is inaccurate, incomplete, includes false information, or for any other reason.

Marketplace Policy

Resellers are strictly prohibited from selling on third party e-commerce websites. The definition of such third party e-commerce websites is defined as a site in which the Reseller does not maintain full control and ownership of the primary domain in which the product is listed. Distributing LEDGlow, Lighting, LLC products on the Amazon Marketplace, eBay, or any other third party marketplace that **is not wholly owned and operated by Reseller (a "Third Party Marketplace") is strictly prohibited**. If Reseller distributes via a Third-Party Marketplace, LEDGlow Lighting, LLC may terminate such Reseller's Dealer Account or Distributor Account immediately.



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Sales Tax Exempt

Resellers must be sales tax exempt in order to open an account. Resellers must submit a Sales Tax Exemption Certificate for their state, unless they are located in one of the five states that do not collect sales tax (*i.e., Alaska, Delaware, Montana, New Hampshire or Oregon*).

Authorized Buyers

Authorized Buyers are individuals approved by the Reseller to place orders with LEDGlow Lighting, LLC. Resellers must specify which individuals are authorized to place orders. Resellers may specify as many Authorized Buyers as are reasonably needed. Reseller shall provide LEDGlow Lighting, LLC with a list of Authorized Buyers prior to the Buy-In payment. As an Authorized Buyer, Reseller shall immediately inform LEDGlow Lighting, LLC of any changes in the qualifying status of an individual.

ORDERS, PRICE, TERMS OF SALE & PAYMENT

Minimum Advertised Price (MAP) Policy

The LEDGlow Lighting, LLC Minimum Advertised Price Policy (MAP) applies to all Resellers. Although Resellers remain free to establish their own resale prices, LEDGlow Lighting, LLC will, without assuming any liability, unilaterally suspend a Reseller's account if Reseller advertises LEDGlow Lighting, LLC products at prices below those specified in the LEDGlow Lighting, LLC's Pricing Sheet. The LEDGlow Lighting, LLC MAP Policy is non-negotiable and will not be altered for any Reseller. If any Retailer advertises LEDGlow Lighting, LLC prices in foreign currency, prices shall be converted so as to match the value of the United States dollar price as set forth in the LEDGlow Lighting, LLC Pricing Sheet at the time of sale. The LEDGlow Lighting, LLC MAP Policy applies only to minimum resale prices established by LEDGlow Lighting, LLC which are subject to change periodically, or at any given time. The current product listings and applicable prices are available on the LEDGlow Lighting Pricing Sheets. The products, prices, and LEDGlow Lighting, LLC MAP Policy are subject to change at the sole discretion of LEDGlow. Reseller is responsible for remaining current with the LEDGlow Lighting, LLC MAP Policy, products, and pricing. The LEDGlow Lighting, LLC MAP Policy applies to all advertisements relating to LEDGlow Lighting, LLC products and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, the Internet or similar electronic media, television, radio and public signage.

In the event that Reseller does not adhere to the LEDGlow Lighting, LLC MAP Policy, LEDGlow Lighting, LLC may unilaterally impose sanctions. LEDGlow Lighting, LLC may, at its sole discretion, allow Reseller to amend its advertised prices to comply with the LEDGlow Lighting, LLC MAP Policy in lieu of any sanctions. Should LEDGlow Lighting, LLC allow Reseller to amend its prices so as to comply with the LEDGlow Lighting, LLC MAP Policy, Reseller shall have twenty-four (24) hours to correct pricing to comply with the LEDGlow Lighting, LLC MAP Policy before Reseller's Account is terminated. Violations of the LEDGlow Lighting, LLC MAP Policy may result in LEDGlow Lighting, LLC rescinding all authorized Reseller rights. LEDGlow Lighting, LLC reserves the right at any time to modify, suspend, or discontinue the LEDGlow Lighting, LLC MAP Policy in whole or in part, designate promotional periods, or designate any other period of time during which the LEDGlow Lighting, LLC MAP Policy terms change or are not applicable. Reseller acknowledges that LEDGlow Lighting, LLC sales personnel have no authority to modify or grant exceptions to LEDGlow MAP Policy or have any communications with Reseller regarding any violations of the LEDGlow Lighting, LLC MAP Policy.

LEDGlow Lighting, LLC reserves the right to change the price of any of its products from those shown in the LEDGlow Lighting, LLC Dealer Pricing Sheet. In the event of price change, LEDGlow Lighting, LLC will inform Reseller via email of such changes with at least seven (7) days' prior notice.

Promotional Retail Offers

Promotional Retail Offers and Pricing are not applicable on Reseller orders.



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Domestic Payments

Reseller shall make payment to LEDGlow Lighting, LLC only via credit card, wire transfer, or PayPal. Paypal orders must be shipped directly to the Reseller.

International Payments

International orders must be paid via wire transfer, unless approval has been granted by LEDGlow Lighting, LLC for use of alternative payment methods.

Drop Ship Order Payments

Drop Ship Order Payments must be paid via credit card only.

****LEDGlow Lighting, LLC currently does not offer Credit Terms. Orders are shipped out once payment has been received in full and cleared by the financial institutions involved.***

Shipments

Reseller is required to pay all shipping fees unless the Free Shipping Threshold of \$1,500 is met. For Drop Ship Orders, LEDGlow Lighting, LLC will select the appropriate shipping option and charge accordingly unless otherwise specified at the time of order. LEDGlow Lighting, LLC reserves the right to adjust the Free Shipping Promotional Threshold at any given time without notice. The Free Shipping applies to the contiguous US states only.

Returns and Exchanges

All sales are final after thirty (30) days from LEDGlow Lighting, LLC's date of delivery. Returns are permitted only if LEDGlow Lighting, LLC is contacted within thirty (30) days of the delivery date. Drop ship Customers must furnish a copy of the original receipt provided by Reseller to exchange product(s). The Customer must contact the Reseller in order to return for a refund. LEDGlow Lighting, LLC will only refund the Reseller, and it is the responsibility of the Reseller to refund the customer for the product.

All returned products must contain a return merchandise authorization (RMA) number attached to the returned product. Packages without an RMA number will be refused upon delivery and sent back to Reseller. RMA numbers can be obtained by contacting the LEDGlow Customer Support Department and are valid for fourteen (14) days from the issue date. All returned or exchanged merchandise must be in brand new, never installed condition, in the original packaging, and contain all accessories and instruction manuals. Missing accessories will result in a credit amount reduced by the replacement cost of the missing items.

LEDGlow Lighting, LLC shall issue a refund for returned or exchanged items in the original form of payment used by the purchaser, which may take up to seven (7) business days to process after LEDGlow Lighting, LLC's receipt of the returned or exchanged items. Once a refund has been submitted, it may take up to seven (7) to ten (10) business days to post to the bank account or be applied to the credit card.

****Special order items are not returnable or exchangeable. LEDGlow Lighting, LLC's Return and Exchange Policy does not apply to items that have been customized to a specific use or made to order.***

Stock Merchandise Warranty

Resellers may place stock merchandise orders. LEDGlow Lighting, LLC will honor the warranties identified in the LEDGlow Lighting, LLC's Reseller Warranty and Disclaimers for applicable warranty periods beginning on the Customer's date of purchase from Reseller, if the Customer's date of purchase is within six (6) months of the stock merchandise order and a sales receipt is provided for verification. For any stocked item sold after the six (6) month period, the LEDGlow Lighting, LLC's Warranties will be deemed to commence at the six (6) month mark from the original stock merchandise order purchase date.



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Warranty Shipping Responsibility

Warranty shipping is only valid within the Contiguous United States. For defective products, LEDGlow Lighting, LLC will cover all shipping charges to and from the Reseller within thirty (30) days of the delivery date. After thirty (30) days, Reseller is responsible for sending defective products back to LEDGlow Lighting, LLC, LEDGlow Lighting, LLC will pay for the return shipping cost. If a product is returned for testing and is determined to be in perfect working condition by the Technical Support Department, the Reseller will be responsible for all shipping costs. LEDGlow Lighting, LLC is not responsible for any package that is lost in transit while being returned to the facilities. Please insure all packages being returned to minimize liability if the package is lost or damaged.

Fulfillment Errors

Reseller acknowledges that shipping errors sometimes occur. If incorrect merchandise is shipped due to a LEDGlow Lighting, LLC error, Reseller shall contact LEDGlow Lighting, LLC within fourteen (14) days of receipt of the incorrect merchandise. LEDGlow Lighting, LLC will provide a return postage label to return the incorrect merchandise. Reseller may not return any incorrect merchandise if Reseller fails to contact LEDGlow Lighting, LLC within fourteen (14) days from receipt. LEDGlow Lighting, LLC shall ship the correct merchandise to the requested address upon LEDGlow Lighting, LLC receipt of the incorrect merchandise. All fulfillment errors, incorrect merchandise, or incorrect quantities will be reshipped via the same method as the original order shipped. Shipping can be expedited, if desired, at the expense of the Customer or Reseller.

Damaged Packages

If a damaged package is received by Reseller, Reseller must send photos of the damages to Dealers@LEDGlow.com, along with a photo of the shipping label. Reseller must contact LEDGlow Lighting, LLC within fourteen (14) business days of receipt of the damaged package. Once reported, LEDGlow Lighting, LLC will create a claim on behalf of Reseller with the damaged package's shipping carrier. LEDGlow Lighting, LLC will not create a claim on behalf of Reseller if Reseller fails to contact LEDGlow Lighting, LLC within fourteen (14) days of receipt. Customer and Reseller must keep all contents and original damaged packaging for up to eight (8) business days while the claim is processed by LEDGlow Lighting, LLC. If the claim is approved, a replacement product will be shipped, or a refund granted, as per the Customer or Reseller's request. Damaged packages will be shipped using the same method as the original order. Shipping can be expedited, if desired, at the Customer or Reseller's expense.

Refused Packages

Customer and Reseller are responsible for any and all shipping charges that are incurred if a package from LEDGlow Lighting, LLC is "refused." Any and all charges incurred for shipping will be deducted from the refund amount (if any) for refused merchandise. Customer and Reseller are responsible for all international shipping charges, as well as all incurred brokerage fees. Customer and Reseller must pay for international packages shipped for a second time, along with any return postage costs.

Undeliverable Packages

If a package is returned to LEDGlow Lighting, LLC due to an undeliverable or an incomplete address, the Customer or Reseller is liable for all reshipment costs. If the Customer or Reseller does not wish to have the package reshipped, any refund will be reduced by the total of all shipping charges. For Customers or Resellers shipping internationally, the subtracted amount will be the total of all shipping charges and incurred brokerage fees.



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GENERAL PROVISIONS

The validity of this Agreement is contingent upon Reseller's execution of the Dealer Application, LEDGlow Lighting, LLC's approval of such Dealer Application, and a successful Dealer Buy-In or Distributor Buy-In.

Failure of Reseller to complete and execute the Dealer Application, denial by LEDGlow Lighting, LLC of the Dealer Application, or the failure to complete the Dealer Buy-In or Distributor Buy-In within thirty (30) days of LEDGlow Lighting, LLC's approval of the Dealer Application shall result in the immediate termination of this Agreement, upon which this Agreement shall be null and void and the parties shall have no further obligations or liabilities to each other.

LEDGlow Lighting, LLC reserves the right to modify this Agreement at any time, as well as the right to reevaluate the performance and validity of Reseller's performance annually, semiannually or at any given time, and change the status of the Reseller accordingly. LEDGlow Lighting, LLC reserves the right to change the design of any products or part thereof at any time without notice to Reseller. LEDGlow Lighting, LLC reserves any and all other rights not expressly waived in this Agreement, as permitted to the fullest extent of the law.

Governing Law

This Agreement is a contract under the laws of the State of New Jersey, and for all purposes shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, without regard to its principles of conflicts of laws provisions. The courts of Camden County, New Jersey, shall have the exclusive jurisdiction over any legal action.

Assignment

Neither Party shall assign, pledge or otherwise transfer any of its rights, interest, or obligations hereunder, whether by operating of law or otherwise, without the prior express written consent of the other Party.

Entire Agreement

Reseller represents and agrees that no promise, inducement, or agreement other than as expressed herein has been made by LEDGlow Lighting, LLC or any of its representatives, and that this Agreement is fully integrated and supersedes all prior written and oral agreements. Reseller's signature on its Dealer/Distributor Application will constitute its acceptance of this Agreement. For all purposes relating to this Agreement, electronic signatures, facsimile signatures, and scanned signatures sent by electronic transmission shall be accepted the same as original signatures.

No Exclusivity

This Agreement does not obligate either party to conduct business exclusively with the other party.

TRADEMARKS/TRADE NAMES

The Dealer may only be listed as an Authorized Dealer, and the Distributor may only be listed as an Authorized Distributor. LEDGlow Lighting, LLC holds exclusive rights to the LEDGlow® trademarks. Reseller is licensed to use the LEDGlow Lighting, LLC name and trademarks solely in the ordinary course of distributing LEDGlow Lighting, LLC products and performing related services in Reseller's capacity as a reseller of LEDGlow Lighting, LLC products. Reseller shall not use the LEDGlow Lighting, LLC name and trademarks in any manner, as part of Reseller's name, or otherwise, including but not limited to Internet domain registration and web page composition, any or all of which would misrepresent the relationship between Reseller and LEDGlow Lighting, LLC. Reseller may use LEDGlow Lighting, LLC's name, logo, and trademarks on its websites, signs, or other advertising and promotional materials only after prior written approval by LEDGlow Lighting, LLC, which LEDGlow Lighting, LLC may withhold at its sole discretion. LEDGlow Lighting, LLC reserves the right to terminate any Reseller Account that does not adhere to these requirements.



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LEDGlow Lighting, LLC has the exclusive right to use its trademarks, as well as the right to prevent others from using its trademarks, or designations that are misleadingly similar to any LEDGlow Lighting, LLC trademarks, improperly or without authorization. Identification of LEDGlow Lighting, LLC products or services is the sole permissible use of LEDGlow Lighting, LLC trademarks and logos. Proper use of trademarks shall be determined only by LEDGlow Lighting, LLC. Trademarks include, without limitation, those registered by LEDGlow Lighting, LLC and its affiliates. These trademarks, among others, are registered in the Principal Register of the U.S. Patent and Trademark office, as well as in other countries around the world.

Reseller shall not incorporate any LEDGlow Lighting, LLC trademark into, or use any LEDGlow Lighting, LLC trademark as part of, Reseller's or any other third-party's logo, company name, product logo, email address, domain name, or otherwise. LEDGlow Lighting, LLC trademarks may not be used in any way that is likely to be confusing, misleading, or deceptive as to the true identity or source of products, services, materials, and images. A mark that is misleadingly or confusingly similar in design or appearance to any LEDGlow Lighting, LLC mark infringes on LEDGlow Lighting, LLC's trademark rights and may not be used. Reseller shall not use LEDGlow Lighting, LLC trademarks in any manner which is likely to disparage, dilute, or negatively affect the reputation of LEDGlow Lighting, LLC, or imply that the user, its products or its services are endorsed by, sponsored or affiliated, without written permission from LEDGlow Lighting, LLC. Reseller shall not use LEDGlow Lighting, LLC trademarks on a website in such a manner that leads visitors to believe that the website is owned, operated by, sponsored or otherwise associated with LEDGlow Lighting, LLC.

Reseller shall not use LEDGlow Lighting, LLC trademarks as part of a domain name or URL, or to advertise Reseller as a preferred or official outlet, reseller or distributor, or use such trademarks in paid search ads and banner display ads, without the prior written consent by LEDGlow Lighting, LLC. Use or alteration of any images that are owned by LEDGlow Lighting, LLC without the written consent by LEDGlow Lighting, LLC is prohibited. Reseller shall not alter original LEDGlow Lighting, LLC packaging in any way prior to reselling LEDGlow Lighting, LLC products. Removing products from the original packaging and reselling products in different packaging or under a different name or altered logo is prohibited.

The above list of impermissible uses of LEDGlow Lighting, LLC trademarks and logos is not exhaustive. LEDGlow Lighting, LLC will pursue its legal rights against those who engage in any of the aforementioned activities or any other activities which infringe on LEDGlow Lighting, LLC's trademark rights.

Media Use

LEDGlow Lighting, LLC prohibits the unauthorized use of its copyrighted trademarks, descriptive text, images, and videos. Images and video on LEDGlow Lighting, LLC public websites (public sites ending in either LEDGlow.com, LEDUnderbody.com, or MotorcycleLEDLights.com) may not be used for any purpose without prior written consent of LEDGlow Lighting, LLC, unless otherwise stated on the LEDGlow Lighting, LLC websites where they appear. Reseller is required to identify the copyright holder or identify itself as an Authorized Dealer or Authorized Distributor only, and secure written permission to use LEDGlow Lighting, LLC and affiliates content prior to such use.

Not a Franchise

Reseller acknowledges this is not an offer to sell, solicitation of an offer to purchase, or assignment of a franchise in or on behalf of LEDGlow Lighting, LLC. Nothing in this Agreement shall be construed as a waiver of any applicable exemption that may be available to LEDGlow Lighting, LLC under New Jersey Stat. 56:10-1 et al. or any other applicable laws.



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Anti-Defamation Policy

Reseller shall not take any action that negatively impacts LEDGlow Lighting, LLC or the reputation of LEDGlow Lighting, LLC products, services, management, or employees, or take any action that may lead to unwanted or unfavorable publicity to LEDGlow Lighting, LLC. Resellers who do not adhere to the LEDGlow Lighting, LLC Anti-Defamation Policy will be terminated.

Account Changes

All changes and updates to a Dealer Account or Distributor Account, including but not limited to, the status of qualifying Authorized Buyers (*i.e., addresses, phone numbers, e-mail addresses, Authorized Buyers, and additional locations*) must be submitted to Dealers@LEDGlow.com.

TERMINATION

Any Reseller Account that is inactive for one (1) year or more will be deactivated. Once deactivated, a new Dealer Application and new Dealer Buy-In or Distributor Buy-In is required to reestablish an account. Unless otherwise provided by applicable law, either LEDGlow Lighting, LLC or Reseller may unilaterally terminate the applicable Dealer Account or Distributor Account without cause and for any or no reason, upon thirty (30) days' written notice given to the other party. Upon termination, all amounts owed to LEDGlow Lighting, LLC shall become immediately due and payable, and Reseller shall immediately cease use of all of LEDGlow Lighting, LLC names and trademarks, and shall no longer identify itself as a Dealer, Distributor, Authorized Dealer, Authorized Distributor, or Authorized LEDGlow Lighting, LLC Reseller of LEDGlow Lighting, LLC products. If Reseller fails to fulfill the applicable Dealer Account or Distributor Account sales quota as required in this Agreement, or fails to pass annual or semiannual evaluations, LEDGlow Lighting, LLC may, at its discretion, terminate Reseller's Dealer Account or Distributor Account. Upon such termination, any and all outstanding amounts due and owed to LEDGlow Lighting, LLC shall be immediately due and payable.



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LIMITED WARRANTY

One-Year Non-Transferrable Limited Warranty and Disclaimer

LEDGlow Lighting, LLC warrants to the original retail customer purchaser, and not any other purchaser or subsequent owner, that this Product will be free from defects in material or workmanship for a period of **one (1) year** from the purchase date. **This warranty does not cover any Product that is (1) installed incorrectly, or (2) damaged by collisions, vandalism, other accidents, or similar causes.**

For a period of **one (1) year** from the date of purchase, at no charge to the Purchaser, LEDGlow Lighting, LLC will repair or replace this Product if it is determined by LEDGlow Lighting, LLC to be defective. After the warranty period, the Purchaser must pay all charges for parts and labor. Coverage under this warranty is only valid within the United States, including its territories, as well as in certain other countries. Purchasers should check the website, www.LEDGlow.com, to determine the warranty coverage in the countries in which they are located.

LEDGlow Lighting, LLC **does not warrant** the installation of the Product, which is the sole responsibility of the Purchaser. Installation should be completed by licensed professionals. Improper installation may cause damage to the Product and any vehicle in which it is installed, and may cause burns and electrical injury to individuals. LEDGlow Lighting, LLC's warranty does not cover any expenses incurred in removing products that are defective or re-installing replacement products in their place.

During the warranty period, to have the Product repaired or replaced, the Purchaser must return the Product, freight prepaid by the Purchaser, to LEDGlow Lighting, LLC (but for customers in the contiguous United States, LEDGlow Lighting, LLC will pay the shipping charges if any Product fails during the first thirty (30) days after purchase). The Product must be returned in its original carton or in a similar package affording an equal degree of protection. LEDGlow Lighting, LLC will return the repaired or replaced Product, freight prepaid, to the Purchaser. LEDGlow Lighting, LLC recommends when returning an item for repair or replacement, that the package is insured by the returnee as LEDGlow Lighting, LLC is not responsible for any package lost or damaged during return shipping. LEDGlow Lighting, LLC does not provide Purchasers with temporary replacement units during the warranty period or at any other time.

This limited warranty is non-transferrable and will automatically terminate if the original retail consumer purchaser resells the Product or transfers the vehicle in which the Product is installed. An "original retail consumer purchaser" is an individual who originally purchases a product or is a gift recipient of a new product that is in its original packaging and unopened.

This limited warranty is subject to all of the following terms and conditions:



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Terms and Conditions

Notification of Claims; Warranty Service

If Purchaser believes that a Product is defective in material or workmanship, written notice with an explanation of the claim shall be given promptly by Purchaser to LEDGlow Lighting, LLC. All warranty claims must be made within the warranty period, and any products returned to LEDGlow Lighting, LLC must be shipped in accordance with LEDGlow Lighting, LLC's procedures (including the use of RMA numbers supplied by LEDGlow Lighting, LLC after notification). The repair or replacement of any Product or part thereof shall not extend the original warranty period. The specific warranty on the repaired part only shall be in effect for a period of ninety (90) days following the repair or replacement of that part, or the remaining period of the Product warranty, whichever is greater.

Exclusive Remedy; Acceptance

Purchaser's exclusive remedy and LEDGlow Lighting, LLC's sole obligation is to supply (or pay for) all labor necessary to repair any Product found to be defective within the warranty period and to supply new or rebuilt replacements for defective parts. LEDGlow Lighting, LLC will refund the purchase price for such Product only if repair or replacement fails to remedy the defect. Purchaser's failure to make a claim as provided in paragraph 1 above or continued use of the Product shall constitute an unqualified acceptance of such Product and a waiver by Purchaser of all claims thereof.

Exceptions to Limited Warranty

LEDGlow Lighting, LLC shall have no obligation to Purchaser with respect to any Product that is subjected to any of the following: abuse, improper use, negligence, accident, modification, failure to follow the operating procedures outlined in the user's manual, failure to follow the maintenance procedures in the service manual for the Product, attempted repair by non-qualified personnel, operation of the Product outside of the published environmental and electrical parameters, or if the Product's original identification (trademark, serial number) markings have been defaced, altered, or removed. LEDGlow Lighting, LLC excludes from warranty coverage products sold AS IS and/or WITH ALL FAULTS. LEDGlow also excludes from warranty coverage any consumable items such as fuses and batteries. All software and accompanying documentation furnished with, or as part of the Product is furnished "AS IS" (i.e., without any warranty of any kind), except where expressly provided otherwise in any documentation or license agreement furnished with the Product.

Proof of Purchase; Registration

The Purchaser's dated bill of sale must be retained as evidence of the date of purchase and to establish warranty eligibility. Registration of any Product or of this limited warranty is voluntary, and failure to register will not diminish any rights available under this warranty.

Disclaimer of Warranty

Except for the foregoing warranties, LEDGlow Lighting, LLC hereby disclaims and excludes all other warranties, express or implied, including, but not limited to any implied warranties of merchantability, fitness for a particular purpose, or any warranty with regard to any claim of infringement that may be provided in section 2-312(3) of the uniform commercial code or in any other state statute.

Limitation of Liability

The liability of LEDGlow Lighting, LLC, if any, and purchaser's sole and exclusive remedy for damages for any claim of any kind whatsoever, regardless of the legal theory and whether arising in tort or contract, shall not be greater than the actual purchase price of the product for which such claim is made. In no event shall LEDGlow Lighting, LLC be liable to the Purchaser for any special, indirect, incidental, or consequential damages of any kind including, but not limited to, compensation, reimbursement or damages on account of the loss of present or prospective profits or for any other reason whatsoever.