



Aleo Lighting, Inc.
Tel: (877) 358-8825
Fax: (855) 253-6855
accounting@aleolighting.com

GENERAL SALES INFORMATION

NEW ACCOUNT SETUP

All requests to open an account are subject to management and credit approval.

Send Credit Application and Resale Certificate (if applicable) to:

Email: accounting@aleolighting.com
Fax: (855) 253-6855

Please allow 3-7 business days to process new account setup, depending on responsiveness of references.

If no credit terms are required, please fill out basic company information and sign application.

New accounts with urgent pending POs can expedite order fulfillment by returning a credit card authorization or prepay full amount with check.

ORDERING INFORMATION

Send Purchase Orders to:

Email: orders@aleolighting.com
Fax: (855) 253-6855

Verbal orders over the phone will not be accepted.

Any discrepancies in model no. and description must be avoided or corrected to ensure accurate processing of orders.

If item is in stock, order will ship out within 48 hours from time PO is confirmed. Orders placed after 12:00 PM may not be shipped out or will not be available for will call until the following day.

Will Call orders that have not been picked up within 5 business days will be canceled with 20% restocking fee.

Orders from customers without credit terms, will require pre-payment via check or credit card authorization.

Freight Allowance: \$950 within California
\$1900 outside of California (excluding HI and AK)
If order is not freight allowed, orders will be shipped prepaid and charge.

For tracking information, please contact:

Email: customerservice@aleolighting.com
Phone: (877) 358-8825

Minimum Order Amount: \$250

Case Quantity Policy: Must order in case qty. Broken case fee of \$50/case

Will Call Available in Southern California. Please call for warehouse location.

PAYMENT

First-time customers without approved credit may be required to pre-pay or COD.

Please remit payment to:

10988 Bloomfield Ave.
Santa Fe Springs, CA 90670

All returned checks subject to an additional service charge.

Credit card transactions will incur a 4.5% processing fee for Visa/MasterCard and a 5% processing fee for American Express.

Late payment will be subject to a penalty fee of 1.5% per month overdue.

If any checks are returned for Insufficient Funds (NSF) Customer shall promptly provide cashiers check or money order for full amount +\$35.00 NSF fee made payable to Aleo Lighting, Inc. via overnight shipping with tracking number within 24 hours of Aleo's written (email sufficient) notice of an NSF situation.

CLAIMS

Claims must be made within ten (10) days of receipt of shipment. All defective material must be kept until written/signed authorization to field destroy any or all of the defective material is received.

All Aleo Lighting merchandise is inspected prior to shipping. Our liability ceases upon receipt of merchandise by the carrier.

We shall not be responsible for any loss, damage or pilferage sustained in transit. Claims of such character should be made promptly by the Purchaser against the carrier. Please note any noticeable damage of the shipment on the BOL.

RGA

No refunds will be issued for returned merchandise. Aleo Lighting offers only product replacements or a credit memo towards customer's account. No credit, replacement, or refund will be issued for products damaged in transit.

All returns will be subject to a 25% restocking fee, unless the product is found to be defective due to manufacturer defect.

RGA must be issued by Aleo Lighting prior to returning product. Product must be returned freight prepaid.

If merchandise is returned without a Returned Goods Authorization (RGA) code, credit may not be issued.

TERMS AND CONDITIONS

Upon all required persons signing this Customer Credit Application, and subject to the terms and conditions below, Aleo Lighting, Inc. ("Aleo") and the undersigned customer ("Customer") agree as follows with respect to products sold by or for Aleo (the "Aleo Products").

- 1. Terms and Conditions of Sale.** All sales of Aleo Products shall be subject to (a) the Terms and Conditions of Sale for the applicable Aleo Product, (b) any special terms and conditions of sale which may be included in Aleo's quotation and (c) any other terms agreed in writing between Aleo and Customer. Customer agrees to keep Aleo pricing confidential.
- 2. Product Representations and Warranties.** Customer shall make no representations or warranties concerning quality, performance or other characteristics of the Aleo Products other than those which are consistent in all respects with, and do not expand the scope of, the warranties posted at www.aleolighting.com
- 3. Compliance with Laws and Export.** Customer shall comply with all applicable laws and regulations of governmental bodies or agencies. Customer shall not export Aleo Products outside the United States with the prior written approval of Aleo.
- 4. Resale.** Customer represents that the Aleo Products are being purchased for resale and agrees that in addition to payment of the invoices, Customer shall also pay all government taxes and assessments related to the sale and shipment of the Aleo Products (exclusive of taxes based on Aleo's income). Customer hereby certifies that it either holds or will acquire prior to offering any Aleo Product for resale a valid Reseller Exemption Certificate issued by each taxing jurisdiction or entity where such certificate is required as a condition for the avoidance of applicable sales or use taxes covering any Aleo Products to be resold. The Aleo Products shall not be provided as a sample to anyone without Aleo's written permission, or sold to any competitor (direct or indirect) of Aleo.
- 5. Use of Trademarks and Trade names.** Customer shall not reproduce, reference, distribute or utilize any trade name or trademark of Aleo (the "Trademarks"), except solely for the purpose of identifying the Aleo Product, without the prior written approval of Aleo. Upon termination of this arrangement, Customer will purge such name or marks from all materials in which Customer displayed such Trademarks, and thereafter, neither Customer, nor any parent, subsidiary or affiliate, shall use either the name or like sounding or appearing Trademarks in any fashion, anywhere. Aleo makes no representations or warranties as to the registration status of its Trademarks. Customer shall notify Aleo of any infringement or appropriation of Aleo's Trademarks of which it becomes aware during the term of this arrangement. Customer acknowledges Aleo's or its affiliates' exclusive ownership of the Trademarks and that it is not the owner of any right, title or interest in or to any of the Trademarks and that it shall not acquire any such rights, title or interest in the Trademarks by virtue of this arrangement. Customer shall not take any action which is inconsistent with Aleo's ownership or that may depreciate the value of the Trademarks at any time and shall not alter or remove any Trademarks, proprietary notices or warning labels included in, on or in connection with the Aleo Products.
- 6. Customer Indemnification.** Customer shall defend, hold harmless and indemnify Aleo from and against all damages, losses, costs, civil penalties, claims, demands, lawsuits, or other actions, liabilities and/or obligations of any kind (including without limitation attorneys' fees and other expenses) (collectively, "Liabilities") arising or alleged to have arisen from (a) the failure of Customer to comply with any of the representations, warranties, covenants or other provisions of this Customer Credit Application, (b) the death of or injury to any person or damage to any property (personal, real or otherwise) which resulted or is alleged to have resulted from the Aleo Products, whether due to any alleged defect or any alleged failure of the Aleo Product or otherwise, regardless of how the cause of action is stated (including but not limited to negligence, strict liability, or breach of warranty) and (c) the fault or negligence of Customer or any third party not engaged by Aleo in connection with the handling, storage, transport, marketing, sale, installation, use or disposal of the Aleo Products. Notwithstanding the foregoing, Customer shall not be required to defend, indemnify, or hold harmless Aleo to the extent that any Liabilities arise out of any failure to comply with the warranties posted at www.aleolighting.com by an Aleo Product.
- 7. Consent to Jurisdiction.** By signing and submitting this Customer Credit Application, Customer voluntarily consents to and submits itself to the jurisdiction of any state or federal court located in Los Angeles County, California for the purpose of any suit or proceeding arising between them and further consents that any dispute between them shall be governed by the laws of the State of California without regard to such state's law regarding conflicts of laws.
- 8. Termination.** This arrangement between Aleo and Customer may be terminated by Aleo or Customer at any time, with or without reason, upon thirty (30) days prior written notice to the other party. In addition, Aleo may terminate this arrangement immediately upon the occurrence of any of the following events: (a) Customer is declared or acknowledges that it is insolvent or otherwise unable to pay its debts as they become due or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency or relief from its creditors or (b) Customer violates any of the material provisions of this Customer Credit Application. The above paragraphs numbered 1, 2, 5, 6, and 7 shall survive any such termination.
- 9. Certification.** As an inducement to Aleo to extend credit, Customer and the individual signing on behalf of Customer certify that all of the information contained in this Customer Credit Application is true.