

THESE (TERMS AND CONDITIONS) GOVERN YOUR PURCHASE OF ANY PRODUCT OFFERED BY NEXT GENERATION LIGHTING SUPPLY ON WWW.NGLSCORP.COM. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY CONTAIN VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. BY PLACING AN ORDER, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED AND HAVE AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS, WITHOUT LIMITATION OR QUALIFICATIONS. THESE TERMS AND CONDITIONS ARE SUBJECT TO MODIFICATION WITHOUT PRIOR WRITTEN NOTICE.

1) Products.

Next Generation Lighting Supply may discontinue any product at any time without notice. The product prices displayed on this Site do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price.

2) Price Errors.

Our goal is a 100% error-free Site. If product price errors are discovered, they are promptly corrected on our systems, and the corrected price will apply. We will notify you if your order includes items that were incorrectly priced.

3) Orders.

Orders are not binding upon Next Generation Lighting Supply until accepted. Next Generation Lighting Supply reserves the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. Verification of information may be required prior to the acceptance of any order.

4) Payment.

Payment can be made with Visa, MasterCard, and Discover credit cards. Your credit card will be charged when your order is placed. Next Generation Lighting Supply also accepts Purchase Orders from customers who have received Next Generation Lighting Supply credit approval. To apply for Next Generation Lighting Supply Credit, please call 1-801-973-5994. For customers who purchase on open account, Next Generation Lighting Supply reserves the right to add to your monthly balance a service charge of 1/12% per month (18% annual rate) on all amounts unpaid on the first day of the 2nd month following purchase. If the account is placed with a third party for collection, buyer agrees to pay all costs and expenses of collection including the reasonable attorneys fees in addition to the service charges stated above.

5) Sales Tax.

You are responsible for the payment of any state and local sales or use taxes that may apply to your order. The sales tax is calculated based on the full invoice price, and may include charges for shipping and handling if required by law. By law, Next Generation Lighting Supply must collect sales tax for orders SHIPPED to the state of Utah

6) Delivery.

If you order by 2 p.m. Mountain Standard time, the in-stock items ordered will be shipped that day (Monday through Friday delivery days) via ground transportation to most locations. Upgraded shipping services (Next Day, 2nd Day) are available at an additional charge. In the event only some of the product is in stock at the time an order is placed, the available product will be shipped via the upgraded service and the backorder will ship via Ground service when stock is replenished. While Next Generation Lighting Supply will make every reasonable effort to ship your orders within these time frames, Next Generation Lighting Supply is not responsible or liable for any delay in receiving or completing your order that is caused by an event beyond Next Generation Lighting Supply's reasonable control. Such events may include, but are not limited to, fire, flood, accident, strike, riot, civil commotion, act of God, war or other hostilities, acts or omissions of carriers, transmitters, phone companies, Internet Service Providers or Internet backbone providers or a failure, interruption or delay of the server or this Site caused by an event outside the direct control of Next Generation Lighting Supply, including without limitation, power outages or attacks on this Site such as by persons known as "hackers."

7) International Shipments.

Next Generation Lighting Supply will ship to addresses within the contiguous United States for a shipping charge of minimum of \$10.00. The order minimum for orders outside the 50 United States is \$100.00 (U.S). Shipments to Alaska, Hawaii, other US Territories, Canada, and Mexico will be arranged and additional shipping charges will apply. For customers seeking to have bulbs delivered to all other countries, Next Generation Lighting Supply will ship via DHL, UPS, FedEx or through a U.S.-based "Freight Forwarder" of the customer's choosing. Additional shipping charges will apply. The customer is responsible for payment of taxes, duties, tariffs and any other charges levied by government agencies. Payment must be made in full using a credit card or bank transfer at the time of shipment. Title and risk of loss of the products pass to the customer upon delivery at the "Freight Forwarder."

8) Shipping & Handling (S&H) Charges.

A S&H charge applies to all orders. Additional S&H charges will apply to orders shipped outside the 48 contiguous states and to orders shipped via upgraded services (Next Day, 2nd Day, etc). In the event only some of the product is in stock at the time an order is placed, the available product will be shipped via the upgraded service and the backorder will ship via Ground service when stock is replenished. **S&H charges along with any charged Freight are non-refundable in occurrences where Next Generation Lighting Supply has made no error in merchandizing or shipping.**

9) Warranties.

ALL PRODUCTS ARE SOLD "AS IS," AND Next Generation Lighting Supply DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE PRODUCTS OR USE THEREOF, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions may not allow the exclusion of certain implied warranties, so some of the above exclusions may not apply to you.

10) Return & Restocking Policy.*

Next Generation Lighting Supply stands behind its products and will issue a refund, replacement or credit if you are not satisfied with your purchase and notify us within 14 days of receipt of product. **A Restocking Charge of 20% will apply to all items returned where Next Generation Lighting Supply has made no error in merchandizing or shipping.** Refunds will be made by original method of payment. **All returns must arrive in its original packaging and all freight charges for the return of goods are to be paid by the customer.**

*There are exceptions to our Return Policy including, but not limited to, Special Order products, orders outside the continental U.S., and shipments delivered via common carrier. Please call 1-801-973-5994 to obtain a Returned Material Authorization (RMA) before returning any product. Next Generation Lighting Supply may at any time limit the number of delivery attempts based on unfavorable delivery history resulting from, but not limited to, damage, loss, or theft.

11) Mistaken and Damaged Shipments.

Next Generation Lighting Supply will replace the order and refund any applicable shipping costs if we made an error with your order. Please note any obvious damage or shortage while applying your signature at the time of delivery and make all claims for replacement or credit within 14 days of delivery. To return any mistaken or damaged item, please call 1-801-973-5994 to obtain a Returned Material Authorization (RMA). For damaged orders, keep the original box and all packaging materials for possible inspection by the carrier and/or return to Next Generation Lighting Supply. Next Generation Lighting Supply may at any time limit the number of delivery attempts based on unfavorable delivery history resulting from, but not limited to, damage, loss, or theft.

12) Limitation of Liability.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, Next Generation Lighting Supply SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THESE TERMS AND CONDITIONS, THIS SITE, THE CATALOG, PRODUCT(S) OR ORDER(S), WHETHER SUCH CLAIM IS BASED ON

WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF Next Generation Lighting Supply EXCEED THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE APPLICABLE ORDER OR PRODUCT OUT OF WHICH LIABILITY AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

13) Severability.

If any provision of these Terms and Conditions are held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction or arbitral tribunal, such provision shall be deemed severed from these Terms and Conditions and the validity of the remainder of these Terms and Conditions shall not be affected thereby.

14) Governing Law.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Utah applicable to contracts made and to be enforced wholly within the Commonwealth of Utah.

15) Arbitration.

Any dispute or disagreement arising out of these Terms and Conditions, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Boston or Worcester, Massachusetts.

16) Jurisdiction and Venue.

You and Next Generation Lighting Supply (collectively the "Parties" individually a "Party") irrevocably agree that any legal action, suit or proceeding brought by it in any way arising out of these Terms and Conditions must be brought solely and exclusively in the federal or state courts of the Commonwealth of Utah located in the City of Salt Lake, Utah, and irrevocably accept and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in person, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party.

17) Waivers and Amendments.

The waiver by either Party of any provision of these Terms and Conditions on any occasion and upon any particular circumstances shall not operate as a waiver of such provision of these Terms and Conditions on any other occasion or upon any other circumstances. These Terms and Conditions may be waived or amended only in a writing signed by the Parties.