Terms and Conditions of Sale

Acceptance of Orders: The terms and conditions stated as follows shall constitute the entire sales agreement between the parties and any contrary or additional terms and conditions submitted by the buyer shall be null and void unless specifically acknowledged in writing by ParadigmLED at the time of order acceptance. ParadigmLED reserves the right to select its customers and to reject any order.

Pricing and Quotations: All prices are FOB Shipping Point. All prices, as well as finishes, product specifications and manufacturing details, are subject to change without notice. Written proposals or quotations are valid for no more than 30 days unless otherwise provided for in writing.

Terms: Payment terms for approved customers are net 30 days from date of invoice. New accounts must pre-pay for their initial order. Custom fixtures and modifications require 50% deposit balance prior to release of order. A service charge of 1.5% per month (18% per annum) will be added to all invoices which are not paid within 30 days of the invoice date. The buyer agrees to reimburse ParadigmLED for all costs incurred, including legal fees and court costs, for the collection of invoiced amounts.

Freight: Orders exceeding $5000USD will be shipped via domestic ground freight and the cost paid by ParadigmLED (Alaska & Hawaii excluded). In all other cases freight will be prepaid and charged. ParadigmLED reserves the right to use its own discretion in routing and carrier selection for all shipments. Additional charges may apply for expedited, partial or other special shipping instructions.

Claims: All products are shipped FOB ParadigmLED and ownership transfers to the purchaser at the time of shipment. Responsibility for any damage occurring during shipment is held by the transportation company and any claims arising from such damage must be made by the customer directly to the carrier.

Returns: Requests to return non-defective items must be made in writing within 10 days of product delivery. If approved all returned materials must be accompanied by a "Return Materials Authorization" (RMA) which can be obtained only from ParadigmLED. Returns are subject to a 35% restocking charge. Products to be returned must be returned freight prepaid within 30 days after the issuance of the RMA. Returned material must be received in saleable condition or full credit will not be granted.

Cancellations: Orders for modified, custom or discontinued products are non-cancelable. Requests to cancel orders for all other products must be made to ParadigmLED in writing within 3 days of the receipt of a released order. Cancelled orders will be subject to charges based on the manufacturing progress of the order.

Standard Products Limited Warranty: All materials and component parts (excluding auxiliary parts such as power supplies, inverters, etc.) used in the manufacture of ParadigmLED products are guaranteed to be free from defects in material and/or workmanship for a period of five (5) years from the date of sale. Auxiliary equipment carries the manufacturer's warranty. ParadigmLED assumes no responsibility for installation and proper selection of its products. Failure of LED products is defined as fewer than 75% of LEDs within an array or luminaire functioning 5 years after date of shipment.

Limit of Liability: It is expressly understood and agreed that the limit of ParadigmLED's liability will be, at ParadigmLED's option, FOB ParadigmLED, freight prepaid, repair or replacement of such parts, where in their opinion damage is caused by defect, and not by incorrect application or installation. No claims for labor or other charges will be allowed unless specifically authorized in writing by ParadigmLED in advance. Furthermore, ParadigmLED shall not be liable for damage to property to which a product is affixed or to any contents of the property. In addition, under this warranty, ParadigmLED shall not be liable for loss of time, profits, or any inconvenience arising out of other obligations.