



AMERICAN LED TECHNOLOGY Terms of Sale (TOS) or Terms and Conditions.

Terms and Conditions

COASTAL VIDEO SECURITY, dba American LED Technology, a corporation doing business under the laws of the state of ARKANSAS and hereafter referred to as "AMERICAN LED TECHNOLOGY", "US", "WE" or "THE COMPANY"

- I. **AUTHORITY-** YOU, "the customer "(an individual acting on behalf of yourself or a business entity) represent and warrant that YOU possess the legal right to agree to these terms and conditions. All transactions you enter with American LED Technology, whether signed or not, is incorporated by reference and bound by these TOS or by the TOS in effect at time of transaction(s).
- II. **COPYRIGHT AND TRADEMARK RIGHTS-** YOU acknowledge and agree that all information provided by American LED Technology (both freely offered and solicited) are protected by copyright, trademark, service mark, patent, trade secret, or other intellectual property rights and laws. YOU agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any information provided by American LED Technology. All copyright privileges are reserved, unless expressly authorized by US in writing.
- III. **PRICE AND QUOTATION-** Product prices are communicated by written quotes and invoices. Only written quotes and invoices are honored by US. Quotes are valid for a period of 30 days from the date of issue. American LED Technology, LLC retains a reasonable expectation of confidentiality and expects customers to refrain from sharing information contained in quotes or invoices with unauthorized third parties.
- IV. **DOWNPAYMENT-** YOU agree to provide American LED Technology with an amount of money equal to 50% of the total cost of your purchase to include delivery, optional upgrades and miscellaneous charges. Receipt of Such down-payment constitutes the start of the order process. The order process will be considered complete when your purchase is delivered to you or a shipping (or) transportation agency (or person) acting or contracted to act on your behalf. Delivery of products or service will not take place prior to completion of payment equal to 100% of order total.
- V. **ACCEPTANCE AND CANCELLATION OF ORDERS-** American LED Technology, LLC reserves the right to deny a request for order cancellation. Special orders (items not stocked by US) are noncancellable and non-refundable. Approved product returned for refund will be shipped at YOUR cost. All returns require a Return Merchandise Authorization (RMA) issued by American LED Technology. Returns without a valid RMA number will not be accepted. All returns are subject to a 25% restocking fee. Products that are imported or manufactured in whole or in part specifically for your project are noncancellable.
- VI. **DELIVERY-** Shipping quotes are to be considered a service to our customer-you. YOU are solely responsible for all shipping arrangements and costs and risk of loss shall pass to YOU when the goods are placed by US in possession of YOUR carrier. This clause applies even when we have selected the carrier that is to deliver the product to YOU. WE may refuse or delay the shipment if YOU fail to satisfy or fulfill any contractual obligations to American LED Technology, whether pursuant to this contract or any other previous contract between YOU and American LED Technology. Our stated delivery time estimate is based on historical manufacturing performance but does not constitute guarantee of delivery time. We will make every attempt to obtain this product as expeditiously as possible but are held harmless from claims due to late delivery.
- VII. **INSTALLATION-** Correct and proper installation of the product is critical and it is acknowledged by the purchaser that the product purchased shall be installed in accordance with instructions provided by US to YOU. Any warranty obligation from US will be rendered null and void if the product is not installed in accordance with our guidelines pertaining to voltage, amperage, ventilation and grounding. American LED Technology does not engage in electronic sign installation. American LED Technology does not maintain legal association with any installer and their work remains their responsibility. Issues arising from the installation and integration of the American LED Technology supplied LED display are the sole responsibility of the customer and/or his/her installer
- VIII. **LIMITATION OF LIABILITY-** In no event shall WE be liable to any person or entity for any direct, indirect, incidental, punitive, special or consequential damages (including, without limitation, any damages resulting from loss of use, business interruption, loss of information, loss or inaccuracy of data, loss of profits, loss of savings, the cost of procurement of substituted goods, services or technologies), arising out of or in connection with the use or inability to use OUR products.
- IX. **FORCE MAJEURE-** WE are excused from performance of any obligations and shall not be liable for delays in delivery or for failure to perform if this failure or delay of performance is caused by events or conditions beyond American LED Technology's control, including without limitation, acts of God (or acts of nature) terrorism, quarantine restrictions, expropriation or confiscation of facilities, compliance with any order of any governmental authorities, fire, riot, war, delays in transportation.
- X. **JURISDICTION AND VENUE-** In the event a dispute shall arise between the parties to any transaction with US, it is hereby agreed that the dispute(s) shall be settled by binding arbitration in the state of Arkansas, United States.



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The arbitrator’s decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator’s award, or fails to comply with arbitrator’s award, the prevailing party shall be entitled to costs of suit including a reasonable attorney’s fee for having to compel arbitration or defend or enforce the award.

- XI. **MODIFICATIONS TO AGREEMENT-** Unless expressly declared otherwise, all transactions with American LED Technology are governed by these Terms Of Sales (TOS) contract. American LED Technology reserves the right to change, suspend, amend or revise our Terms of Sale (TOS) for future transactions, without previous warning and in any method deemed appropriate. This clause applies primarily to subsequent transactions. Please check these TERMS OF SALE periodically for changes and modifications affecting future transactions.
- XII. **NO AGENCY OR PARTNERSHIP -** YOU agree and acknowledge that no joint venture, partnership, employment, or agency relationship exists between YOU and American LED Technology as a result of using OUR products. YOU acknowledge that you have no authority or power to bind American LED Technology or its affiliated companies and YOU will not represent or hold yourself out as having such authority or that YOU are a representative of any of its affiliates.
- XIII. **WARRANTY-** All Warranties are specifically determined and incorporated by reference to a separate warranty statement found on our website www.americanledtechnology.com/warranty. We reserve the right to change our warranty declaration, coverage and qualifications at any time, with or without notice. Warranty coverage of your order is referenced on the product quote.
- XIV. **SEVERABILITY-** If any provision or portion of a provision of these TERMS OF SALE is held to be invalid or unenforceable for any reason, such invalidity shall not affect the validity of the balance of that provision and/or remaining provisions of these TERMS OF SALE, which shall remain valid and enforceable.
- XV. **ENTIRE AGREEMENT-** These TERMS OF SALE constitute the entire agreement between YOU and American LED Technology and supersede all prior or contemporaneous communications and proposals in any medium between YOU and American LED Technology.
- XVI. **FULFILLMENT OF THE ORDER-** For custom orders, American LED Technology will contact YOU when your project is ready to ship from our warehouse or designated shipping point. You agree to remit final payment or remaining balance and transportation arrangements are expected within a reasonable amount of time, but under no circumstance shall American LED Technology, LLC hold your project for more than 60 calendar days from notification date. We reserve the right to impose daily storage fees or other means of compulsion including but not limited to product forfeiture.
- XVII. **MISCELLANEOUS-** Any rights not expressly granted in these TERMS AND CONDITIONS are reserved by American LED Technology.
- XVIII. **PRODUCT-** Equipment to be sold in new, unused condition with only wear due to required manufacturer ageing, burn-in period and packaging.

I have read, understand and agree to the previously stated provisions of the American LED Technology Terms of Sale document:

AMERICAN LED TECHNOLOGY, INC DATE

CUSTOMER DATE