

TERMS & CONDITIONS

Terms: Payment terms are 50% down upon order and the balance of 50% 5 days minimum prior to delivery. Payment is deemed to be received when RapidGrow receives, and the bank clears the required funds. RapidGrow requires a reasonable amount of time to ship customer product after receipt and clearing of the required funds. If terms are not met, your order is subject to shipping delay. If a shipment is delayed for non-receipt of funds, a charge of \$50 per pallet per month will be levied. Interest of 2%/ month + Attorney's Fees and Costs will be levied on all past due accounts. Invoices are dated when they are mailed from RapidGrow. There is a dollar amount for new orders. Please consult with your RapidGrow sales professional to determine if you meet the minimum order requirements. Attorney's fees and costs will be levied if consult is retained to collect past due amounts. ALL ORDERS MUST INCLUDE A WRITTEN PURCHASE ORDER. An order is not considered valid until and unless it is accepted and acknowledged by RapidGrow executive management (Senior VP or VP/Sales) in writing.

Purchaser agrees that the venue for any legal action arising from this transaction including but not limited to the collection of past due amounts, freight and/or damage claims, or product liability issues in Los Angeles, California.

Any conflict or dispute between the parties to this agreement which cannot otherwise be settled may be settled by Binding Arbitration in the County of Los Angeles, State of California solely at the discretion of RapidGrow, in accordance with the rules of the American Arbitration Association. An Arbitrator shall be appointed with the mutual agreement of both parties. In the absence of such agreement, an Arbitrator from the American Arbitration Association in Los Angeles, California shall be selected by the Association. Each party to the Arbitration shall bear the cost of Arbitration equally.

Prices: Written quotations are valid for a period of 30 days unless specified otherwise in writing. Prices are subject to change without notice.

Shipping, Handling, Transportation, and Delivery: All prices are FOB Rancho Dominguez. Any goods damaged or lost in transit must be noted so on the delivering carrier's freight bill. Rates are determined in proportion to the damage liability; therefore, the carrier, and not the shipper, should be charged with all loss or damage. RapidGrow will do everything to assist the buyer, except file the claim. Replacement goods must be ordered and paid for by the consignee. Shipments must be unloaded promptly as RapidGrow will NOT pay storage or re-delivery fees.

Buyer must examine the merchandise upon delivery, and must report all apparent errors or defects to Seller within ten (10) days of delivery; otherwise, it shall be conclusively presumed between buyer and seller that the merchandise has been delivered as specified in this contract.

Cancellations, Returns, or Suspension of Orders: Rapidgrow manufactures all orders per customer specifications. RapidGrow reserves the exclusive right to allow a customer to return an order for good cause. RapidGrow will only accept a return if the product is in its original packaging, has not been opened, and is deemed by Rapidgrow to be resalable in an acceptable period of time. RapidGrow will not accept any return without first providing its written consent. Returns will be charged for freight, both ways, along with a minimum service charge of 35% of the product value. This amount will be deducted from all returned goods to cover the costs of handling, unpacking, inspecting, and break down of all component parts and re-stocking.

RapidGrow reserves the right not to accept any return for any reason.

If a customer wishes to cancel an order in process or at any time prior to shipment, the customer will be liable for all costs associated with the production of the order.

Taxes: All prices, quotations, orders, and agreements are subject to local and federal taxes. These taxes will be added to the invoice unless legal proof of exemption is provided.

Cost of Collection: If buyer defaults with respect to any payment described here and above, it shall pay RapidGrow for all costs and expenses, including legal expenses and attorney's fees, incurred by seller in exercising any of its rights or remedies.

Fixture Operation, Repair and Servicing: It is at RapidGrow's complete discretion as to how and where to fix any problems that may occur as the result of a warranty claim. This warranty applies to products sold for installation in the United States and Canada. Products that are installed outside the United States and Canada carry no implicit or implied warranty unless specifically indicated by separate documentation approved by Visionaire senior management.

Neither RapidGrow nor Visionaire Lighting make any claim or warranty beyond the function and operation of its lighting products. Specifically, neither Visionaire nor RapidGrow make any claim as to the results of the use of its products with respect to any individual grow operation. Neither RapidGrow nor Visionaire assumes any liability or responsibility or makes any claim for the results of any defect, malfunction, light loss or other condition which would affect the plants/crop under which it is being grown. Buyer assumes the sole risk of the use and results of RapidGrow products. RapidGrow's liability is limited solely to the cost of the products for the claim.

Any contact of any kind with any light fixtures, including those manufactured by Rapidgrow and Visionaire, should NEVER be undertaken without first disconnecting the power supply at the source first. Remember that Pangea or similar lighting controls software does NOT have the ability to shut power off at its source and should not be used for that purpose.

Note that if your operations utilize 480 Volt power sources (drivers), EXTRA care should be taken when approaching or handling fixtures due to the presence of higher voltage current which can be a safety risk.

This warranty is limited by and extends solely to the cost of repair or replacement of the lighting product[s] itself. Any claim or remedy, legal or otherwise, of any kind is limited only to the cost of the repair or replacement value of the lighting product itself. No claim of any kind may be made or will be honored for the consequences, outcome, application, results or use of any Rapidgrow product beyond the repair or replacement of the lighting product itself. RapidGrow will not honor any claim without prior written approval. No other Guarantees or Warranties, expressed or implied, exist beyond those included above.