

Terms and Conditions

Last Modified August 28, 2019

These terms and conditions (these "**Terms**") shall apply to your purchase of products and related services through www.emeryallen.com (the "**Site**"). These Terms are subject to change at any time without prior written notice by EmeryAllen, LLC, a South Carolina limited liability company (referred to herein as either "**Company**," "**we**," "**us**," or "**our**"). The most recent version of these Terms shall be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Site after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.

Terms of Payment:

All applicable prices are set forth alongside the goods and services offered on the Site. They may differ from the prices offered elsewhere (online or offline) by us for the same goods and/or services. Such prices are subject to change at any time by us in our sole discretion. Additionally, to the extent that we offer a promotion in connection with any particular item, the terms of such offer shall be set forth in a separate document that shall govern its applicability (and, in the event of a conflict herewith, be considered the governing document). You will be responsible for the prices stated at the time of your transaction, as well as any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Payment may only be made with a valid credit, debit card, or use of a bona-fide electronic payment provider (i.e., PayPal). By using any such card or payment provider, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.

Credit Card Processing and Privacy Policy:

As a service to our customers, EmeryAllen accepts all major credit cards. EmeryAllen will not share, distribute or sell customer information except in accordance with our Privacy Policy, which can be found at the following website www.emeryallen.com. The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site.

LED Lamps:

All LED products are subject to change as technological advancements are made available. EmeryAllen will keep their customers informed of any and all changes through their website at www.EmeryAllen.com.

Purchase Orders:

When placing an order on our Site, you are effectively offering to purchase whatever products and services you select, unless otherwise agreed upon by the EmeryAllen and the Customer. EmeryAllen reserves the right to accept or reject any order in our own discretion..

Backorder:

Items on backorder will be advised at the time of purchase order placement.

Shipping:

All purchase orders over 50 bulbs qualify for free freight (FFA) within the contiguous USA.

Cancellation:

A request to modify or cancel an order can be made through your EmeryAllen sales representative or Orders@EmeryAllen.com. Please note, once an order has reached a certain point in the fulfillment process, it may be too late to modify or cancel.

Damaged Freight:

EmeryAllen will file claims for lost or damaged shipments provided the following is met: All shipments must be inspected thoroughly upon arrival. Damage or shortage on truck shipments must be noted on the delivery receipt at the time of delivery. Damage, product discrepancy, or shortage must be reported to EmeryAllen within 72 hours after delivery by scanning a copy of the signed delivery receipt to our customer service department.

Liability Cap:

EXCEPT AS OTHERWISE PROVIDED UNDER EMERYALLEN'S LIMITED LIFETIME WARRANTY, UNDER NO CIRCUMSTANCES WILL EMERYALLEN'S OBLIGATION OR LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE YOU PAID ON THE SITE FOR ANY GOODS OR SERVICES. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND.

Shipping Delay:

Shipping delays may occur due to unforeseen and uncontrollable circumstances. EmeryAllen will not be held responsible for conditions beyond our control such as severe weather or carrier service interruptions. The customer is responsible for all costs related to incorrectly addressed orders.

Assignment:

EmeryAllen may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void

Returns:

EmeryAllen is committed to our customers and offers a 30-day return policy. A customer may request to return the merchandise for a credit within 30 days of the invoice date. A restocking charge of 20% will apply to all items returned past the 30 day window in which EmeryAllen has made no error in shipping. All returns must arrive in the original packaging. All freight charges for the return of goods are to be paid by the customer.

No products will be accepted for return which are more than 30 days after the date of purchase. EmeryAllen will not accept a return for any item under the following categories:

- Special Order
- Special Inventory*
- Discontinued Products
- Non-Stock Products

* A "special inventory" product is defined as a product ordered specifically for a customer which is over and beyond what EmeryAllen typically keeps in inventory.

**Return Goods Authorization (RGA):**

If a return is to be made to EmeryAllen, the customer should complete and submit the RGA form provided at EmeryAllen.com/rga. Once advised, the customer may ship the returning item(s) to EmeryAllen at:

EmeryAllen RGA Team
359 Wando Place Drive, Suite E
Mt. Pleasant, South Carolina 29464

Upon receiving the returned item(s), EmeryAllen will inspect and test the product(s) to ensure they are not void of warranty. Given the returned item(s) pass the warranty inspection, a credit will be issued to the customer 's account for use on the next new invoice. The Technical Guide included in the New Accounts Package offers further information on bulbs that will be void of the EmeryAllen Warranty.

Note:

Please do not return product(s) without prior written authorization from EmeryAllen. Customers are not to assume settlement and EmeryAllen will not be bound via deductions from remittance due. Customers are not to assume and issue their own credit. In addition, EmeryAllen will not assume responsibility for claims arising from improper installation, abuse, or damage to the product made during installation of the product(s). All return shipment freight is to be pre-paid by the Customer. All material must be in salable condition and of current design. EmeryAllen will not be responsible for products returned without proper authorization or identification.

Governing Law:

These Terms shall be governed by the laws of the State of South Carolina without regard to its conflict of laws principles.