

Hours of Operation:**Monday - Friday 9am - 4:30pm Eastern Time****EmeryAllen Contact Information:**

- For Customer Support & New Account Set-Up: 843.480.4473, ext 1
info@emeryallen.com
- For Accounting: 843.480.4473, ext 2
accounting@emeryallen.com
- Order Placement: Domestic Customers: Place orders via your EmeryAllen B2B account
International Customers: Submit PO's to orders@emeryallen.com

Remit-to Address: 359 Wando Place Drive, Suite E, Mount Pleasant, SC 29464

Terms of Payment & Payment Methods:

Prior to credit approval, credit card, bank transfer, ACH transfer & wire transfer are accepted. Upon credit approval, Net 30 terms. EmeryAllen requests orders over \$2,000 be paid via bank transfer or ACH. Wire transfer fees will be added to invoices being paid via this method.

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 customers information to include credit card data.

LED Lamps:

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

Pricing:

All pricing is subject to change. EmeryAllen will notify all customers of pricing changes. All quoted pricing is firm for 15 days.

Order Lead Times:

U.S. Distributors: Orders are to be placed via EmeryAllen's B2B portal at EmeryAllen.com. In-stock product will ship the same or next business day.

- Please note that an order may be subject to Special & Custom order terms if a SKU quantity is above EA's average inventory for that product. Customers will be notified by a member of our team if their order is considered a special order.

International Distributors: Purchase orders are to be sent to orders@emeryallen.com. In-stock product will ship same or next business day.

*Special & **Custom Orders: Special & custom orders have varied lead times and MOQ's based on the product. Also, payment for these orders is expected prior to order placement with our supplier as opposed to our regular Net 30 terms. Please contact info@emeryallen.com for more specific information.

*Special Order - Order quantity that is above EmeryAllen's average inventory level.

**Custom Order - Product developed outside of EmeryAllen's standard line.

Backorder:

Backordered items will be noted as "Available on Backorder" on the "Wholesale Ordering" pages on the portal. P.O.'s placed through our Orders email will receive a backorder notification upon receipt. Backorders will be filled by order of earliest submitted.

Shipping:

Orders of 100 pieces or more qualify for Free Freight Allowed (FFA).

Expedited orders must be submitted by 2pm EST to guarantee same day rushed shipping.

EmeryAllen's shipping rates (excluding international distributors):

Contiguous USA:

- Less than 1lb - \$12.95, USPS
- Over 1lb - Published Rate, FedEx/UPS
- 100+ pcs - Free Shipping, FedEx/UPS Ground

Alaska & Hawaii:

- Less than 1lb - \$12.95, USPS
- Over 1lb - Published Rate, USPS/UPS
- 100+ pcs - Free Shipping, USPS/FedEx/UPS
- Express Shipments: Published Rate, FedEx/UPS

Shipping cont:

International Shipping:

- FFA is not available to these accounts.
- Customers must provide a carrier account number for all shipments.
- Customers are responsible for paying duties & taxes associated with their order.
- We do not offer drop-shipments.
- Customers Using a Broker outside of FedEx or UPS: Our Fulfillment team will reach out at order processing with weights & dimensions of the order, at which point the customer will need to provide a shipping label.

Order Modifications & Cancellations:

A request to modify or cancel an order can be made through our Customer Service Department. 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:

Damage, product discrepancy, or shortage must be reported to EmeryAllen within 72 hours after delivery by providing a photo of the received order and description of the issue to our Customer Service department at info@emeryallen.com.

In the event a package is lost or damaged when shipped on a customer's carrier account, it is the customers responsibility to file a claim with their carrier. In the event a package is lost or damaged when shipped on EmeryAllen's carrier account, we will file the claim for the customer.

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.

Returns:

EmeryAllen is committed to our customers and offers a 30-day return policy. A customer may request to return the merchandise for full 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, in resellable condition (no rips, tears, or additions to the original packaging) and of current design. All freight charges for the return of goods are to be paid by the customer. No products will be accepted after 6 months from the purchase date.

EmeryAllen will not accept a return for any item under the following categories:

- Special Order*
- Custom Order**
- Previous generation products
- Discontinued Products

*Special order - Order quantity that is above EmeryAllen's average inventory level.

**Custom Order - Product developed outside of EmeryAllen's standard line.

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 or on your company's B2B portal account. 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, replacement product or a credit memo will be issued. If approved, customers will receive an email with information on how to use their credit memo on a future invoice. Credits are taken by the customer and expire 1 year after the issue date. EmeryAllen does not issue checks or refund credit cards in place of product credit. The Technical Guide included in the New Accounts Package offers further information on uses of product that will void the EmeryAllen Warranty.

*** Note:**

Product(s) returned without prior written authorization from EmeryAllen will not be eligible for replacement or a credit memo. EmeryAllen will not honor deductions made without prior authorization and customers are not to assume and issue their own credit. In addition, EmeryAllen will not be responsible for claims arising from improper installation, abuse, or damage to the product during installation. All return shipment freight is to be prepaid by the customer.

IMAPP:

The Internet Minimum Advertised Pricing Policy (IMAPP) outlined below was adopted and unilaterally implemented by EmeryAllen as a part of its efforts to strengthen and preserve the EmeryAllen brand. This policy applies to all internet-based (online) EmeryAllen customers, dealers and resellers; and has been implemented in order to better serve the end user of EmeryAllen products. Thus, this policy is applicable to any and all advertising of EmeryAllen's product(s) whether in an online retail environment or through an internet-based (online) medium. This policy is to include a website controlled by a customer, through an online auction platform, or through online placements with third parties (to include banner ads and destination pages).

The Internet Minimum Advertised Price Policy (IMAPP) for EmeryAllen, LLC shall be:

EmeryAllen Branded Product(s): are not to be advertised, listed or sold through any internet-based (online) medium for any other price than manufacturer's suggested retail price (MSRP).

The above policy is unilateral, non-negotiable and will not be altered for any distributor or customer. Any and all deviation(s) from the above policy will be considered a violation of EmeryAllen's IMAPP policy. EmeryAllen reserves the right to audit and investigate the location(s), advertising and presence of EmeryAllen product(s). Any customer determined by EmeryAllen to be in violation of this policy will be subject to the following restrictions and possible permanent termination of their EmeryAllen account:

1. Upon the first offense, one (1) warning in writing will be provided to the company/person(s) found in violation.
2. Upon the second offense, a second warning in writing will be issued along with a thirty (30) day suspension of ordering privileges.
3. Upon the third offense, a final warning in writing will be issued along with a permanent suspension of ordering privileges. Upon delivery of the final written warning, all outstanding invoices will be collected on.

EmeryAllen reserves the right to change this policy outlined in this notice and to interpret, enforce and otherwise handle all questions and issues relating to this policy. EmeryAllen can, at their discretion offer limited time promotions where an identified customer may qualify for a retail/wholesale price break on select items at no penalty. No sales representative or agent/agency of EmeryAllen has any authority to change or enforce this policy, or to take actions against a customer.

Any and all questions shall be addressed in writing and be directed to Customer Service at info@emeryallen.com.

EmeryAllen values every customer and strives for complete satisfaction of all our products. As a part of the EmeryAllen difference, we dedicate ourselves to the ultimate in quality as well as customer service. For the original purchaser, EmeryAllen warrants all of their products are free from defects in material and workmanship from the date of purchase for:

LED Chip Bulbs:

36,000 hours: 4-12 years

Averages to 12 years for 8 hrs of use per day, and 4 years of 24 hrs of use per day.

Filament Bulbs:

15,000 hours: 2 -5 years

Averages to 5 years of 8 hrs of use per day, and 2 years of 24 hrs of use per day.

MR16 Accessories:

Lifetime Warranty

Transformers:

3 Year Warranty

Fixtures:

36,000 hours / 10 years

Fixture Accessories:

Lifetime Warranty

LetzGo Products:

1 Year Warranty

If your EmeryAllen product does not perform to its specified use, EmeryAllen requests the end user to contact the original source of product purchase. Since it is EmeryAllen's mission to ensure customer satisfaction, EmeryAllen will replace all in-warranty product(s) at no cost to the original purchaser.

This warranty does not apply to any product(s) which have been subject to misuse, mishandling, improper application, or installed to improper voltages. This warranty does not apply to accident(s), "acts of God" - such as high winds, lightning, power surge, flood, improper installation or improper care.

This warranty does not include any damage due to water along with any damage incurred to user equipment. Any and all expenses incurred for the removal and/or reinstallation of said equipment is not covered under the EmeryAllen warranty.

This warranty applies only to the original purchaser and is not transferable. Proof of purchase is required by the customer which shows the original date of purchase. All product(s) must have a manufacturing date code. If said code has been removed or altered, EmeryAllen reserves the right to not warrant said product.

This warranty allows the customer specific legal rights. These rights may vary from state to state. Some states do not allow limitations on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages. The above limitations and exclusions may not apply and will need to be examined on a case by case basis.

Please refer to the EmeryAllen Technical Guide for further information regarding best practices of use for EmeryAllen products.

If a product is found defective, the distributor should complete and submit the RGA form provided at EmeryAllen.com/rga or on your company's B2B portal account for a replacement product or credit.