

## Terms and Conditions of Sale

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM PENSAR LED (“COMPANY”), YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF ON AN ORGANIZATION OR COMPANY, YOU HAVE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM PENSAR LED IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH PENSAR LED LLC, OR (C) ARE PROHIBITED FROM ACCESSING OR USING COMPANY OR ANY OF COMPANY’S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these “Terms”) apply to the purchase and sale of products and services through PENSAR LED (“Company”). These Terms are subject to change by Pensar LED (referred to as “us”, “we”, or “our” as the context may require) without prior written notice at any time, in our sole discretion.

**Order Acceptance and Cancellation.** You agree that your order (via an Official Purchase Order issued by your Company) is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders in our sole discretion. After having received your order and confirming with you the specific parameters of your order with you for accuracy, we will send you a confirmation email with your order number and details of the items and/or services you have ordered. Acceptance of your order and the formation of the contract of sale between Pensar LED and you will not take place unless and until you have received your order confirmation email. You have the option to cancel your order at any time before we have sent your order confirmation email by calling our Customer Service Department at +1 (833) 975-4031. For avoidance of doubt, “you” or “your” as used herein means an individual or legal entity, as applicable. These Terms apply to a legal entity to the extent an order for products and/or services is made on behalf of a legal entity, such as a LLC or corporation.

### **Prices and Payment Terms.**

(a) All prices quoted is valid only for 30 days and are subject to change without notice after the quotation validity date. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Quote prices do not include taxes. All taxes will be added to your order total and will be itemized in your Invoice. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

(b) Terms of payment are within our sole discretion and unless otherwise, agreed by us in writing. We accept wire transfer, e-Check, ACH payment for all purchases.

### **Shipments; Delivery; Title and Risk of Loss.**

(a) We will arrange for shipment of the products to you. You will pay all shipping charges specified during the ordering process. We offer shipping through air freight or ocean freight. If you opt for ocean freight, you are required to sign a Liability Waiver Agreement. This agreement releases Pensar LED from any liability for loss, damage, or delay of goods during ocean transport. The waiver must be signed and returned to us prior to shipment.

(b) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays or damages incurred during shipments.

### **Returns and Refunds.**

(a) At Pensar LED, we do not offer a return policy. All sales are final, and products purchased cannot be returned for a refund, or credit. Items can only be replaced. We do not provide refunds for any products purchased. Once an order is placed and processed, it is considered final, and no refunds will be issued.

(b) All products shipped by Pensar LED are fully insured and backed by our product warranty. If you receive a product that is damaged upon arrival or found to be defective within the warranty period, we will provide a replacement for the damaged or defective item at no additional cost to you.

(c) If your product arrives in a damaged condition, please document the damage with clear photographs and contact our customer support within 3 days of receiving the item. We will initiate the replacement process after verifying the damage.

LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

THIS LIMITED WARRANTY CAN ALSO BE FOUND AT <https://pensarled.com/warranty/>

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCTS PURCHASED FROM COMPANY WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

IF APPLICABLE, WE ALSO WARRANT THAT DURING THE WARRANTY PERIOD THE SERVICES PURCHASED FROM COMPANY WILL BE PERFORMED IN A PROFESSIONAL MANNER AND IN ACCORDANCE WITH GENERALLY RECOGNIZED INDUSTRY STANDARDS FOR SIMILAR SERVICES.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. OUR RESPONSIBILITY FOR DEFECTIVE SERVICES IS LIMITED TO REPAIR, RE-PERFORMANCE OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR SUPPLIERS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

(a) Who May Use This Warranty?

This limited warranty extends only to the original purchaser of products and services from Company. It does not extend to any subsequent or other owner or transferee of the product or any transferee or other beneficiary of the service.

(b) What Does This Warranty Cover?

This limited warranty covers during the Warranty Period (as defined below) defects in materials and workmanship in products and services purchased from Company.

(c) What Does This Warranty Not Cover?

This limited warranty does not cover any damages due to:

(i) transportation;

(ii) storage;

(iii) improper use;

(iv) failure to follow the product instructions or to perform any preventive maintenance;

(v) modifications;

(vi) combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by Pensar LED;

(vii) unauthorized repair;

(viii) normal wear and tear; or

(ix) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

(d) What Is the Period of Coverage?

This limited warranty starts on the date of delivery of your purchase. The Warranty Period is not extended if we repair or replace a warranted product or re-perform a warranted service. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive. For full details on the period of coverage, please visit <https://pensarled.com/warranty/>

(e) What Are Your Remedies Under This Warranty?

With respect to any defective products during the Warranty Period, we will, in our sole discretion repair or replace such products (or the defective part) free of charge. We will also pay for shipping and handling fees to return the repaired or replacement product to you to repair or replace the defective products.

(f) How Do You Obtain Warranty Service?

To obtain warranty service, you must call +1 (833) 975-4031 or email our Customer Service Department at [info@pensarled.com](mailto:info@pensarled.com) during the Warranty Period to obtain an RMA number. No warranty service will be provided without an RMA number.

(g) Limitation of Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED THROUGH COMPANY, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### (h) What Can You Do in Case of a Dispute with Us?

The informal dispute resolution procedure is available to you if you believe that we have not performed our obligations under this limited warranty or these Terms.

**Goods Not for Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are buying products or services from Company for your own use only, and not for resale or export. Products and services purchased from Company may be controlled for export purposes by export regulations, including but not limited to, the Export Control Reform Act of 2018 (ECRA) (Title XVII, Subtitle B of Pub. L. No. 115-232), the Export Administration Regulations (15 C.F.R. 768-799) for which ECRA is permanent statutory authority, the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, “Export Regulations”).

**Privacy.** We respect your privacy and are committed to protecting it. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products or services through Company.

**Force Majeure.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to us hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party’s (“Impacted Party”) control, including, without limitation, the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the control of the Impacted Party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

**Governing Law and Jurisdiction.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or

any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

#### Dispute Resolution and Binding Arbitration.

(a) YOU AND PENSAR LED ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH COMPANY, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with applicable Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section 11. (The AAA Rules are available at org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

(c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

(d) You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR PENSAR LED WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class

proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

**Assignment.** You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 12 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

**No Waivers.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Pensar LED LLC.

**No Third-Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

**Notices.**

(a) **To You.** We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to Company. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) **To Us.** To give us notice under these Terms, you must contact us as follows: (i) by email to info@pensarled.com or (ii) by personal delivery, overnight courier or registered or certified mail to PENSAR LED - 4062 Thomas Street, Unit D05 Oxford, FL 34484. We may update the email or address for notices to us by posting a notice on Company. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

**Severability.** If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.



Entire Agreement. Our order confirmation, these Terms, will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.