



A) General Terms and Conditions (Distributors)

1. Requests for bids should be sent to: ventes@led123.ca.
2. Orders should be sent to: commandes@led123.ca.
3. Other inquiries should be sent to Customer Service at info@led123.ca.
4. A \$25 administrative fee will be added to orders under \$200 (before taxes).
5. Prices on quotations are your cost prices. Resale price is at your discretion but LED123 reserves the right to display / disclose the Suggested Retail Price of its products.
6. Considering the "100% custom" nature of our products, a 30% deposit is required on all orders over \$5000 (before taxes). The supply and manufacturing of products for these orders will only begin after LED123 has received this first payment.
7. All amounts over \$10,000 including taxes must be paid by check or bank transfer.
8. The measurements and quantities used on our quotes are based on the interpretation of the information received. The customer is responsible for confirming/validating these measurements upon receipt of the quotes.
9. LED123 cannot be held responsible for
 - a. Dark spots if LED123 informed the customer of the possibility at the time of submission and the customer was unwilling to make the changes suggested by LED123;
 - b. Reflections and/or visible diodes (dots) as we have no control over the reflectance level of surfaces near the luminaires.
10. Submission of a purchase order constitutes tacit acceptance of the measurements, details and prices contained in said quotations and the manufacturer disclaims any responsibility for errors and/or changes required.

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11. If quantities and/or measurements change during the project, the customer must immediately inform LED123 to update the quote before placing the order.
12. Unless explicitly stated on the quotation, accessories required for installation (such as screws, bolts, double-sided tape, junction boxes, dimmers, glue, etc.), are not supplied by LED123.
13. Due to the high and frequent price fluctuations of certain components in the market, LED123 cannot commit to guarantee the price for a period longer than 30 days following the submission. Therefore, if the order is sent to LED123 within the said 30 days of submission but the release date of the order is beyond 60 days, LED123 reserves the right to adjust the prices according to the price fluctuations of its suppliers.
14. With respect to conforming, linear and continuous installation, LED123 can provide continuous lighting products provided it is properly installed. We cannot be held responsible for a bad installation.

B) Transport and fees

- Unless otherwise specified, our quotes do not include shipping/delivery charges. To know the exact terms, we need you to provide us with the complete shipping address. We will then be able to confirm (depending on the material quoted/ordered and the delivery address) if shipping can be included or what the charges will be. Please note that you will be charged a \$200 fee to cover redistribution and transport costs if the merchandise is not delivered to the specified address.
- The freight charges included are for the entire order, delivered at once, in regular service.
- When the customer requests separate shipments, unless they provide us with the name of the shipping company and their account number, the customer is responsible for the cost of the shipment, and we will bill them.

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- Quotations are based on all information received. Quantities are subject to change.
- Prices are based on quantities quoted and on the principle of "1 Order / 1 Delivery".
- Additional charges may apply for multiple reminders.

C)Delivery time - Delivery

- LED123 undertakes to make every effort to ship and deliver orders within a reasonable period and to notify the customer of any delays, as far as possible. In all cases, these lead times (production/delivery) begin when LED123 receives confirmation of the release of an order. Never before.
- Some items require longer delivery times than others and this also depends on several factors (time of year, availability of raw materials and components, etc.). Delivery times can generally vary from 1 to 8 weeks depending on the products chosen. That said, for the most common product configurations, the average is usually 5 to 10 business days.
- If we did not provide you with an average delivery time when you submitted your order, please contact us to confirm. Upon receipt of the order, we will confirm with more precision the expected delivery time.

D)Order cancellation and modification

- LED123 considers that the receipt of a purchase order and the confirmation of its release tacitly means that we can then start processing the said order (procurement, production, etc.) based on the details of the submission made (see Section A point 6). It will therefore no longer be possible to cancel the order and any changes will be subject to additional charges. Please advise us of any changes in pricing. The invoice will be refused if the prices do not match the purchase order.
- If the release of your order is conditional (ex: approval of drawings / release for a later date), it is imperative that this be clearly indicated on your purchase order, otherwise LED123 will not be held responsible.

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- Products cannot be modified on site. If the measurements produced are in accordance with the plans and modifications are required after the manufacturing and/or delivery of the material, the manufacturer (LED123) will have to evaluate the work/changes as well as the transportation and travel costs incurred, after which it will issue a quote for the total costs. This quote will need to be approved and a purchase order sent to LED123 before the work can proceed.

E) Order cancellation and modification

- LED123 considers that the receipt of a purchase order and the confirmation of its release tacitly means that we can now start processing the said order (procurement, production, etc.) based on the details of the quote made (see Section A point 6). It will therefore no longer be possible to cancel the order and any changes will be subject to additional charges. Please notify us of any price changes. The invoice will be refused if the prices are different from the purchase order.
- If the release of your order is conditional (ex: approval of drawings / release for a later date), it is imperative that this be clearly indicated on your purchase order, otherwise LED123 will not be held responsible.
- Products cannot be modified on site. If the measurements produced are in accordance with the plans and modifications are required after the manufacturing and/or delivery of the material, the manufacturer (LED123) will have to evaluate the work/changes as well as the transportation and travel costs incurred, after which it will issue a quote for the total costs. This quote will need to be approved and a purchase order sent to LED123 before the work can proceed.

F) Return Policy (in brief)

1. If the material shipped has been damaged in transit to the original consignee, it is imperative that the person receiving the merchandise report and document the damage with the carrier immediately upon receipt, otherwise it will not be possible to make a claim for such damage. Neither with the carrier, nor with LED123 or one of its representatives.

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2. Considering the "100% custom-made" nature of its products, LED123 is under no obligation to take back or credit material that has been manufactured and/or shipped for the customer if it is not defective. In this case, LED123 reserves the right to refuse return requests or to charge a return fee. You will need to complete the return request form and submit it to us for LED123's decision in this regard.
3. Once RMA approval has been obtained and the conditions approved by the customer, goods must be returned with a copy of the issued RMA.
4. To prevent the returned merchandise from being refused by our receiving department, it is very important that the RMA number be clearly indicated and **visible on the box**. Any product returned without an authorization number will be automatically rejected and returned at the customer's expense.
5. Upon receipt of the returned equipment, LED123 will inspect the equipment. If the equipment is found to be functional and does not require repair or replacement, it will be returned to the customer at their expense.
6. If the equipment returned by the customer shows signs of physical damage for which LED123 is not responsible, LED123 is under no obligation to repair such damage.
7. No credit or replacement will be issued by LED123 until the equipment has been received, inspected, and tested by LED123. A decision will then be made.

NOTE: Please refer to the LED123 Limited Warranty Terms and Conditions document located on our website for more details on this subject.

G)Warranty (in brief)

- Most LED123 products are covered by a 5-year parts and labor warranty.
- The warranty does not cover any costs related to the installation or replacement (labor, equipment, etc.) of the products.
- The warranty does not cover any costs or penalties related to any loss of use or profits due to a defect or non-conformity.

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- LED123 reserves the right to repair or replace defective products.
- LED123 will repair or replace, as soon as possible, confirmed defective products still covered by the warranty.

NOTE: Please refer to the terms and conditions of the LED123 Limited Warranty found on our website for more details on this subject.

H) In case of error, breakage, warranty

- When our customer makes an error that requires the product to be returned, shipping costs may be charged if required.
- Administrative and assembly fees 75\$/hour

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