

# EFFECTIVE FEBRUARY 17<sup>TH</sup>, 2023

#### TRADE PROGRAM TERMS AND CONDITIONS

The terms and conditions of sales specified herein are the only terms under which Kuzco Group will sell its merchandise and cannot be replaced by the buyers' own terms and conditions or to be changed by the acceptance of a buyer's purchase order. Any arbitration or adjudication resulting from a sales contract between Kuzco Group and customer will be governed by the laws of the state of Nevada, USA.

Trade partners are set to Credit card on file and are responsible to cover the cost of freight.

### HANDLING FEE

A \$10 handling fee will be applied per shipment.

#### **PRICES**

This price list supersedes all previous price sheets. Price list does not include shipping, handling, taxes, or dropship fees. Prices are subject to change without notice.

### **CREDIT/PAYMENT TERMS**

Trade Partners are set up as COD. Credit card payments are processed with a 3% fee.

### **SHORTAGES**

All shortages must be noted on freight bill at the time of delivery. You must call Kuzco Group customer service within 5 business days to report any shortages. Kuzco Group will initiate proof of delivery and process freight claim.

# LIABILITY

Kuzco Group is not responsible for installation fees or any damages that may occur during installation.

### MINIMUM ADVERTISED PRICE (MAP)

Published prices must be displayed at or above MAP as shown on our price sheets. Violating MAP will result in ship holds and possible account closures.

### LIABILITY

Kuzco Group is not responsible for installation fees or any damages that may occur during installation.

## **FREIGHT TERMS**

Kuzco Trade partners are responsible to cover all freight. Please note freight quotes are valid for 24 hours and are subject to change. For freight quotes, please reach out to trade@kuzcolighting.com

### **RETURNS**

Merchandise may not be returned without prior authorization from Kuzco Group. To request an RMA please reach out to RMAUSA@kuzcolighting. com. A restocking fee of 25% will be charged for all returns unless the reason for the return is fault of Kuzco Group. Credit will only be issued for product received at the warehouse in good condition and original packaging. All damages and defects must be reported within 30 days from the time the item was received. All RMA's are valid for 60 days following the printed RMA date.

Glass Policy: All items are to be inspected immediately upon arrival. In the event glass arrives broken, please reach out to partsusa@ kuzcolighing.com within 30 days of receipt to qualify for a no charge replacement.

### WARRANTY

Kuzco Group warrants to the first non-dealer purchaser on its product for 1 year from the date of purchase and 5 years on LED components. Kuzco is responsible to provide necessary part(s) and is not reliable for any labor charges included.

Outdoor integrated LED fixtures with painted finishes are warranted for two (2) years. Outdoor socket-based fixtures are warranted for one (1) year. Stainless steel finishes are warranted for lifetime, under normal use to the first non-dealer purchaser. Marine Grade finishes are warranted for a period of five (5) years, under normal use to the first non-dealer purchaser.

For full warranty details, visit kuzcolighting.com/trade

### **ONLINE SELLERS**

Selling online is subject to different terms and conditions and requires a separate agreement. Kuzco Group does not allow 3rd party sales on any marketplace sites without prior agreement. Accounts selling online are prohibited from using a separate business name.

## **CUSTOM & PROJECT ORDERS**

Custom fixtures are covered under specific Terms & Conditions which can be found on the next page of this document.

# **BUSINESS HOURS**

Mon - Fri 8:00 a.m. - 4:00 p.m. (PST)



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### CUSTOM AND PROJECT ORDER TRADE PROGRAM TERMS AND CONDITIONS

Custom and Project Order types are covered under separate Terms & Conditions listed below. Project Orders/Contract terms supersede all other terms such as Stock, Lead Time, Credit/Payment Terms, Pricing & Returns.

Special Project Quotes should be requested for quantities over 50 or dollar value above or equivalent to \$5K.

### **STOCK**

Please reach out to **trade@kuzcolighting.com** or assigned Trade Portal for accurate stock information.

# **LEAD TIME**

Project orders are ordered directly from our factory to avoid depleting current stock. Project orders take approximately 12-14 weeks after receipt of 50% deposit.

### **CREDIT/PAYMENT TERMS**

All Custom and Project order types require a 50% deposit at the time of processing.

### **PRICING**

For custom or project order quotes, please reach out to **trade@ kuzcolighting.com** 

## **RETURNS**

Returns are only returnable when confirmed defective by Kuzco Group.

Glass Policy: All items are to be inspected immediately upon arrival. In the event glass arrives broken, please reach out to partsusa@ kuzcolighing.com within 30 days of receipt to qualify for a no charge replacement.

### **CANCELLATIONS/ORDER MODIFICATIONS**

Custom and Project orders are non-cancelable and non-refundable after order has been processed and production has been initiated.

### **FREIGHT TERMS**

Kuzco Trade partners are responsible to cover all freight. Please note freight quotes are valid for 24 hours and are subject to change. For freight quotes, please reach out to **trade@kuzcolighting.com**.

### LIABILITY

Kuzco Group is not responsible for installation fees or damages incurred due to installation error. Labor charges are not covered by Kuzco Group.

### **CUSTOM LIMITED WARRANTY**

Kuzco Group warrants to the first non-dealer purchaser on its product for 1 year from the date of purchase and 5 years on LED components. Kuzco is responsible to provide necessary part(s) and is not liable for any labor charges included.

Outdoor integrated LED fixtures with painted finishes are warranted for two (2) years. Outdoor socket-based fixtures are warranted for one (1) year. Stainless steel finishes are warranted for lifetime, under normal use to the first non-dealer purchaser. Marine Grade finishes are warranted for a period of five (5) years, under normal use to the first non-dealer purchaser.

For full warranty details, visit www.kuzcolighting.com/trade