

GestaltHaus Ltd. POLICIES & CONDITIONS OF PURCHASE

WARRANTY

Gestalt Haus Ltd. warrants the LED Profiles, Accessories and Light Fixtures to be free from defects due to workmanship or material under normal use and service, for **four (4) years** from the initial ship date.

Warranty is void when products are used in applications that they are not intended for or in situations manufacturer's product handling-/ assembly-/ installation- or operation instructions are not followed.

EXCLUSIONS AND LIMITATIONS

List of exceptions to our warranty policy:

- Damage due to mishandling or abuse of the product.
- Extreme heat or cold outside as to product specification
- Exposure to liquids or chemicals
- Not using a voltage regulated power supply to connect LEDs products or controls.
- Connecting LEDs to the wrong Output Voltage. (Example: connecting a 12VDC system to a 24VDC power supply).
- Improper connection of power supplies/ , LED products or controls.
- Connection of LED products or controls directly to any A/C power source.
- Connecting Power Supplies backwards to an A/C power source (Example: connection the 12VDC output of power supply to the A/C input line).
- Using products in an extremely hot environment (Example: using a non-ventilated box in direct 120° sunlight).
- Water damage to non-waterproof products.
- Electrical power surges. (Note: It is recommended that if there is a possibility of power surges then you should consider a surge protector for the incoming A/C power line).
- Damage from Lighting or Electrical Storms.
- Acts of God: Example: hail, flooding, tornado, fire, wind
- Products or electronic components that have been modified by the user.
- Products used for purposes other than intended and directed.
- Products damaged by connection to LED systems or components not purchased from Gestalthaus.

RETURNS AND REFUNDS

All sales are final. Returns are accepted for defective products upon our approval or in instance that wrong products have been shipped.

Please contact us within seven business days upon receiving the shipment if there are any issues with the product. We can replace the product if claimed to be defective upon receiving.

Our return inspection management will examine the cause of defects.

A copy of the invoice is required for warranty replacements.

RMA number must be requested by the customer prior to the return.

The RMA number must be referenced in the package of any returned product. Customers are responsible to check the shipment in the presence of the carrier. All claims for damaged to your shipment must be made with the carrier. Please keep all shipping cartons and packing materials for carrier inspection/pick up.

All returns are subject to a 20% re-stocking fee, and in order to receive credit, all items must be returned within 30 days of the RMA's issuance.

Return Address:

GestaltHaus Ltd – RMA
4817 -48 Street
Red Deer, AB T4N 1S6
Canada
P: 1.403.800.3088

LED COMPONENTS

GestaltHaus Ltd is only a distributor of Power Supplies and Controllers. Power Supplies and Controllers sold by GestaltHaus are covered by manufacturers' warranties under which customer may find remedy. The Warranty terms do vary from manufacturer to manufacturer. Manufacturers warrant their products to be free of manufacturing defects in material and craftsmanship for a period of time to be stated for each product.

RETURNS AND REFUNDS ON CUSTOM ORDERS – ASSEMBLED LED FIXTURES

Definition:

Custom orders/ KLUS LED lighting fixtures are any orders for items that are not listed as standard products on our website. Custom orders do include: extrusion or LED tape cut to size, custom runs, and assembled lighting fixtures. KLUS LED fixtures assembled according to the customer's requirements are not standard items. Parts are cut to order and assembled to the customers' requirements; therefore, they do not qualify for a return or exchange. We highly recommend ordering a sample of a customized fixture for a mock up before ordering in high volume.

In order for GestaltHaus/ KLUS to process custom orders a PO must be placed, providing all the details, measurements, lengths for the order to be processed.

GestaltHaus will prepare a quote based on the PO and send it for approval. Customer PO and GestaltHaus quote must match it is customer's duty to claim any differences in product type, quantity and price.

After approval has been received Customer is request to provide pre-payment in order to start order processing by GestaltHaus.

All sales are final for LED lighting fixtures assembled to customer's individual requirements.

Returns are accepted for defective products at our discretion.

Please contact us within seven business days upon receiving the shipment if there are any issues with the product. We can replace the product if claimed to be defective upon receiving.

Any external labor is not covered by the product warranty, only the defective product itself.

Our warranty-/ return inspection department will examine the cause of defects.

A copy of the invoice is required for warranty replacements.

RMA number must be generated by GestaltHaus customer service department prior to the return.

The RMA number must be referenced on the package of any returned product. Customers are responsible to check the shipment in the presence of the carrier for any damages. All claims for damages to your shipment must be made with the carrier. Customer is advised to keep all shipping cartons and packing materials for carrier inspection/pick up.

Return Address:

GestaltHaus Ltd – RMA

4817 -48 Street

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Canada

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SHIPPING COSTS AND CLAIMS

Shipping costs are the responsibility of the customer. Damage during shipping is not covered under the limited warranty. All claims for merchandise delayed, lost or damaged in transit are the responsibility of the carrier. All the shipping damages must be reported within 24 hours to the shipping carrier in order to establish a claim.

All shipping cartons and packing material must be kept for carrier inspection.

LIMITATION OF LIABILITY

IN ALL CIRCUMSTANCES THE MAXIMUM LIABILITY OF GESTALTHAUS LTD. IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. GESTALTHAUS LTD. SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. GESTALTHAUS LTD. SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT GESTALTHAUS LTD HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

APPLICABLE LAW, PLACE OF JUDGEMENT

The law of Canada, Alberta for determining legal relationships between domestic parties applies exclusively for all legal relationships between us and the customer. Place of fulfilment, place of payment and place of judgement for all disputes arising directly or indirectly including for actions on bills of exchange and cheques - are the court responsible for the registered address of our company. We are, however, entitled to bring suit at the company or residential address of the customer.

PRICES AND TERMS OF PAYMENT

In the absence of special agreements, our prices apply ex works or supply depot including loading in the works or supply depot. Packaging, freight, postage and insurance are excluded. This also applies for part deliveries. Prices are subject to GST. Discounts agreed with us are on the basis of prices exclusive of GST. Deduction of discount requires special written agreement. The customer is only entitled to withhold payments or to offset counterclaims against them insofar as his counterclaims are not disputed by us or are established as being legally binding.