

USA Reseller Application and reseller agreement

Thank you for your interest in MEGA Systems Inc (Company). Reseller Program.
 This application is to establish an account with our company to sell our brands of products and is also an acknowledgment and acceptance of our Terms and Conditions and reseller agreement.



Company Information

COMPANY LEGAL NAME		
COMPANY DBA		
ADDRESS		
CITY	STATE	ZIP CODE
TELEPHONE #	WEBSITE	
SHIPPING ADDRESS		
CITY	STATE	ZIP CODE

Business Information

CORPORATION	TAX ID #	EIN #	D&B #
PARTNERSHIP	TAX ID #		D&B #
SOLE PROPRIETOR	SOCIAL SECURITY #		

Business Accounting Information

Accounts Payable Contact Name	Email	Phone #
Purchasing Contact Name	Email	Phone #

THIS SECTION ONLY REQUIRED IF REQUESTING TERMS

Credit Amount Requested	Terms Requested
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**I have read , initialized, agree and understand the Terms and Conditions attached on page 2 of 2
 I provide consent for inquires to be made for the purpose of establishing credit. All credit inquiries will be vetted and insured by Coface**

	X	
Name (please print)	Signature	Date

<i>TO BE FILLED OUT BY MEGA SYSTEMS REPRESENTATIVE</i>		
Account #	Terms Approved	MSI approval and acceptance Signature and date

GENERAL TERMS AND CONDITIONS

1. All resellers must have approved and signed Reseller Application on file including their respective state tax information and W-9. Applications are re-evaluated on a fiscal calendar year basis to assure business integrity and tax status.
2. Cash, check, cashiers check, ACH, wire transfer, MasterCard, Visa, Discover and American Express are accepted forms of payment.
3. Past due invoices will be charged 1.5% per month finance charge. Uncollected invoices are subject to be turned over to collection.
4. The reseller will pay all reasonable expenses incurred in the course of collections.
5. The proper venue for litigation will be Bexar County, Texas.
6. Returned checks will be charged a \$50.00 fee.
7. All prices are in U.S. Dollars.
8. All prices and specifications are subject to change without notice, sales order confirmations are emailed and will reflect correct pricing.
9. All terms are insured, monitored, analyzed and approved by Coface USA. Changes in credit line and approved terms can change without notice. Company authorization of credit is based on Coface approvals any conflicts or disagreements should be referred to:
650 College Rd East Suite 2005 Princeton, NJ 08540. 1-609-469-0400. E-mail: cofaceusa@coface.com
10. Returns are subject to 25% restocking charge plus any necessary charges for repair or re-packaging.

SHIPPING TERMS AND CONDITIONS

1. All orders are EXW San Antonio, TX (EXW means that a buyer/reseller incurs the risks for bringing the goods to their final destination) any deviation needs to be done in writing.
2. UPS ground shipping is the preferred shipping method. Requests for specific carriers may require use of the customer's account number and may incur an additional charge for handling.
3. Drop shipments are subject to all return charges at resellers expense. Drop shipments are not allowed outside of the territorial United States.
4. NO C.O.D. shipments allowed.
5. Returned and undelivered shipment charges are the buyer/resellers responsibility and will be billed to the buyer/reseller.
6. The freight carrier and Company shipping@mega.lighting should be notified upon receipt of damaged freight, discrepancies or non-conformities within 24 hours. Company can assist in making claims with carriers or agents in the event of any loss or damage.
7. Upon acceptance in good order by Carrier from Company, the material becomes the property of the Reseller.

WARRANTY AND SERVICE PROCEDURES

1. All returns require an RMA# (Return Merchandise Authorization number) before returning goods for any reason. For a service or warranty RMA please email service@mega.lighting or call 210-6842600. For sales or demo returns please contact sales@mega.lighting.
2. Case will be created and an RMA notice will be emailed. All units received must have the RMA # included with the unit as well as on the shipping label.
3. All shipping charges are the responsibility of the customer: MEGA Systems, Inc., Service, 18668 HWY 16 N, Helotes, TX 78023.

WARRANTY FOR PRODUCTS PURCHASED BEFORE 2021

Unless otherwise stated in writing, product is covered by a **one year parts and labor** limited warranty and is subject to same limitation listed under the limited warranty exclusions listed below.

WARRANTY FOR PRODUCTS PURCHASED AFTER JANUARY 1, 2021

MEGA SYSTEMS INC ("MSI") hereby warrants to the original purchaser/owner ("Customer"), MSI products to be free of manufacturing defects in material and workmanship, for the warranty periods as defined below from the original purchase invoice date. This warranty applies exclusively to new MSI branded and/or distributed products listed below, purchased from an MSI AUTHORIZED dealer/reseller. This warranty is not transferable and may or may not apply to products sold and/or forwarded outside the United States. Please contact MSI for applicable regional product warranty information. The purchase of MSI product constitutes the Customer's acceptance of all warranty terms and conditions as listed in this limited warranty statement. This warranty provides the Customer with legal rights, which may vary from state to state. Please contact MSI regarding warranty questions prior to purchasing.

Product / Series	Warranty Period	Coverage
BATTERY POWERED LED	Six month battery one year all other components	1, 2
MOVING LED, HAZERS	One year	2
OUTDOOR IP RATED LED	Two Year	3
HOUSE LIGHT LED, DECORATIVE LED, COMPACT LED, ICANDY LED, THEATRICAL LED, STROBE WASH LED, FOLLOW SPOT LED, PRODUCTION & HOUSE OF WORSHIP CONTROL, ARCHITECTURAL CONTROL, THEATRICAL CONTROL, DANCE VENUE & MOBILE DJ CONTROL, DIRECT VIEW LED DISPLAYS, AND MV CONTROLERS	Three Year	4
1. Battery, 183 days six months 2. Parts and Labor, 365 days one year 3. Parts and Labor, 730 days two year 4. Parts and Labor, 1095 days three year		
This limited warranty excludes any defects caused by, resulting from or relating to the following:		
Normal wear and tear of lamps, color media, brushes, contact rings, lamp sockets, belts and other parts prone to wear and tear.		
Misuse, abuse, improper handling, accident, alteration or attempts to repair by or on behalf of the owner or any person not authorized by MSI.		
Damage to the product resulting from acts of God, including, but not limited to, earthquakes, hurricanes, tornados, lightning and other natural disasters, fire, explosion, flood, riots, civil disorder or any other cause beyond the reasonable control of MSI.		
Exposure to harsh or excessively corrosive environmental conditions (whether indoors or outdoors), including, but not limited to, extreme temperatures, humidity, atmospheric conditions (including salinity or pressure), radiation (UV, infrared or nuclear), shock and conditions which exceed the product's Ingress Protection ("IP") rating.		
Use of the product in a manner which exceeds the applicable product specification, including, but not limited to, exposure to excessive, insufficient or other voltage conditions.		
Installation or use of the product not in accordance with the technical documentation, MSI guidelines (as may be posted on its website at www.megasystemsinc.com from time to time or otherwise designated by MSI or its brands) or applicable building and electrical codes, regulations and standards.		
Failure to maintain the product in accordance with the technical documentation.		
Natural degradation and color shift of the LED source over the course of normal product use.		
Slight deviations in the specified values of intensity and color that do not affect the functionality of the product.		
Use of the product not for its intended purpose.		

All warranty claims are evaluated under the terms of this limited warranty. If a product falls within the warranty period and if, upon examination by MSI it is found to have failed for a covered cause, MSI will, at its sole discretion, repair or replace the defective part or product or reimburse the purchaser a pro-rated portion of the purchase price based on the percentage of the warranty period still remaining as of the date that the returned product was received by MSI. Should a replacement part or product be discontinued or unavailable, MSI reserves the right, in its sole and absolute discretion, to substitute a comparable replacement part or product for the defective part or product. MSI warranty obligation hereunder is limited solely to the repair or replacement of or reimbursement for the particular parts or products determined by MSI to have failed for a covered cause within the warranty period. In no event shall MSI be responsible to replace or reimburse purchaser for any products or portions of a system that MSI determines has not failed for a covered cause within the warranty period, even if such other products or portions of a system are used together with products being repaired or replaced by MSI under this warranty and the repaired product differs in brightness, colors or any other attribute after the repair.

Costs of removal, shipping to MSI or its authorized representative and reinstallation are solely the responsibility of the purchaser. If MSI determines that the product is covered by this limited warranty, it will only pay for parts and labor as indicated by product type. If MSI determines that the product is not covered by this limited warranty, the purchaser will have the option of paying for the repair (if the product can be repaired) and the purchaser shall be responsible for the cost of shipping the repaired product back to the purchaser. MSI reserves the right, in its sole and absolute discretion, to decline any repair.

IN NO EVENT SHALL MEGA SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE PRODUCT OR ANY OTHER GOODS OR ASSOCIATED EQUIPMENT, DAMAGE TO ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWN TIME COST, INSTALLATION OR LABOR COSTS, OR CLAIMS OF THE PURCHASER'S CUSTOMERS, WHETHER BASED ON WARRANTY, CONTRACT OR NEGLIGENCE, ARISING IN CONNECTION WITH THE SALE, USE OR REPAIR OF THE PRODUCT. MEGA SYSTEMS INC'S MAXIMUM LIABILITY SHALL NOT, IN ANY CASE, EXCEED THE PURCHASE PRICE OF THE PRODUCT THAT GIVES RISE TO THE CLAIM.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, ALL PRODUCTS SOLD BY MEGA SYSTEMS, INC. ARE SOLD "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY AND SPECIFICALLY DISCLAIMED BY MEGA SYSTEMS, INC.