

# Optique Terms and Conditions

Effective October 2025

The following are the terms and conditions for purchasing products from Optique effective October 2025. These terms and conditions supersede all previously issued printed and digital Optique terms and conditions.

## Credit Terms & Collection Policy

Standard credit terms are NET 30 days from the invoice date, provided that a satisfactory credit report and references have been reviewed and approved by Optique's accounting department. If approved, the customer may be granted an open account. Special credit arrangements may be considered on a case-by-case basis, but only with prior written approval from the Optique accounting team.

Invoices not paid in full within the stated terms are subject to a 1.0% monthly finance charge on any outstanding balance. Should an account be referred to a collection agency or attorney for recovery, the customer agrees to pay all collection-related costs, including reasonable attorney fees, court costs, and accrued interest.

Customers without an open account status may pay in advance via credit card, ACH transfer, wire transfer, or by check. Orders paid by check will ship only after the check has cleared. A \$59.00 fee will be applied to any returned checks.

## Payments

Optique accepts payment by check, ACH transfers and wire transfers, as well as Visa, Mastercard, and American Express credit cards. Please send credit card authorizations, ACH transfers or wire transfers to [accounting@optique-lighting.com](mailto:accounting@optique-lighting.com), or fax them to (510) 338-6185. Credit card authorizations sent to any other email or fax will not be accepted. Please mail a check to:

Optique  
Attn: Accounting  
2181 N. Tracy Blvd. #192  
Tracy, CA 95376

## Standard Stock Orders

All purchase orders, as well as changes and modifications to existing in-house orders, must be in writing. Please submit all purchase orders by email to [orders@optique-lighting.com](mailto:orders@optique-lighting.com). No telephone orders will be accepted; no exceptions are allowed. All purchase orders must contain the account name, contact name and title, billing address, shipping address, telephone number, fax number, email address, job name (where applicable), and all pertinent information on the products being ordered, including item number, quantity, description and price. Orders shipping to P.O. boxes will not be accepted.

Standard stock orders may be canceled or changed without restocking charges, provided the order has not already been packaged or shipped. If the order has been packaged or shipped and a return request is received, outbound shipping costs and a 80% restocking fee will be charged. Return shipping will be at the expense of the customer requesting the return. Unless specifically requested on a purchase order, all available products will be shipped at the time of the order and all back-ordered products will be shipped when the products become available. Orders will be considered accepted when either an acknowledgment has been sent to the customer, or when shipment has been made. Any address corrections submitted after an order has been shipped may incur a \$25.00 (per parcel) change-of-address fee.

All shipped orders must be inspected for accuracy and damage within 30 days of the order delivery date. All discrepancies must be submitted to Optique within the same time frame, or it will be considered as agreed by all parties that the order is accepted as received. All damage claims must be submitted to the original carrier within a specified time frame. Optique strongly recommends that customers contact the carrier that delivered their product to confirm the carrier's claim policy with respect to allowable time frames. Failure to do so may result in a claim being denied.

## Special Order Products

Optique is pleased to offer special order products, which will be manufactured to the customer's specifications, such as special correlated color temperatures, tape lights, fixtures and accessories. Please be aware that special order products are not stocked and will require a longer lead time than stocked products. Special orders require 100% payment in advance before the products will be manufactured. Lead times vary based on order size and time of year. Lead time and product details for special orders must be documented and confirmed in writing by the customer requesting the order prior to the products being manufactured. Minimum order quantities may apply. Optique reserves the right to decline any special orders due to technical issues, minimum order requirements, manufacturing complications and/or issues beyond the company's control.

Special order product requests cannot be altered once a purchase order has been submitted and acknowledged. All special orders are considered final sales and returns will not be accepted.

## Delivery Timing and Storage Fees

In all cases Optique will attempt to ship a customer's order within 30 days of the order. If a customer requests that a ready-to-ship order be held beyond the seven-day period, Optique reserves the right to request a 50% pre-payment on any ready-to-ship orders that remain in our possession once the customer has been notified that the product is ready to ship and is past the seven-day period.

For orders that remain with Optique past the seven-day period, Optique reserves the right to impose a minimum surcharge of \$25.00 per day or 20% of the order total, whichever is greater. Fees will be added to the invoice before the product can be released for shipping. In the event of an order cancellation of standard in-stock product, accrued storage fees will be charged to the customer and a 80% restocking fee will apply.

## Free Freight Allowance (FFA) Shipping Policy within the Continental United States

Customers with an open account who place a minimum \$1,500.00 order (before shipping charges) will receive free standard shipping (only) within the continental United States, and shipping costs will not be added to the invoice. FFA does not apply to any/all special shipping requests, including (but not limited to) next-day, second-day, signature-required and/or any other express or special services. If orders are split-shipped, shipping charges may be deducted on final payment only when all payments are received within the specified terms shown on the invoice.

Optique reserves the right to use a carrier of its choice, unless the customer agrees to pay all shipping charges imposed or provides a UPS or FedEx account number. Optique takes no responsibility for transit times once the package leaves our facility, regardless of which carrier has been used, special services requested and/or who ultimately chooses the carrier. Optique cannot be held responsible if the carrier unsuccessfully attempts to make a delivery and/or charges multiple redelivery charges. Optique is not responsible for packages that are stolen or missing during transit or delivery. When shipping on a personal account, the customer is responsible for all fees associated with the shipment and is subject to additional fees if the account is canceled, closed or invalid.

Customers requesting specific delivery dates understand that these are estimates only. Although Optique will make every attempt to honor a customer's request, there is no implied guarantee. Once Optique has released product to the carrier, the risk of loss passes to the customer. Shipping carriers generally cover a loss of up to \$100.00 and freight charges.

## Free Freight Allowance (FFA) Shipping Policy within Alaska, Hawaii, and Canada

Customers with an open account who place a minimum \$3,000.00 order (before shipping charges) will receive free standard shipping (only) to Alaska, Hawaii, and Canada and shipping costs will not be added to the invoice.

FFA does not apply to any/all special shipping requests, including (but not limited to) next-day, second-day, signature-required and/or any other express or special services.

All customers paying by credit card or by paying in advance, for orders of at least \$3,000.00, will automatically receive the free freight allowance and freight costs will not be shown on the invoice.

Optique reserves the right to use a carrier of their choice, unless the customer agrees to pay all shipping charges imposed or provides a UPS or FedEx account number. Optique takes no responsibility for transit times once the package leaves our facility, regardless of which carrier has been used, special services requested and/or who ultimately chooses the carrier. Optique cannot be held responsible if the carrier unsuccessfully attempts to make a delivery and/or charges multiple redelivery charges. Optique is not responsible for packages that are stolen or missing during transit or delivery. When shipping on a personal account, the customer is responsible for all fees associated with the shipment and is subject to additional fees if the account is canceled, closed or invalid.

Customers requesting specific delivery dates understand that these are estimates only. Although Optique will make every attempt to honor the customer's request, there is no implied guarantee. Once Optique has released product to the carrier, the risk of loss passes to the customer. Shipping carriers will only cover a loss of up to \$100.00 and freight charges.

## Shipping Policy for International Shipments

Optique, LLC, does not have a Free Freight Allowance Policy for international shipments. Customers requesting international shipments assume all shipping and regulatory responsibilities for transporting goods from the point of origin (EXW Shipping). Orders shipped internationally may incur various duties, taxes, broker fees and forwarding charges, regardless of order size. These additional charges will be paid for in their entirety by the customer and are due to Optique prior to the order being shipped. These fees are not refundable.

Customers requesting specific delivery dates understand that these are estimates only. Although Optique will make every attempt to honor a customer's request, there is no implied guarantee. Once Optique has released product to the carrier, the risk of loss passes to the customer. Shipping carriers will only cover a loss of up to \$100.00 and freight charges.

## Drop Shipment Policy

Optique does not charge a drop-ship fee when shipping product to a third party within the continental United States. We strongly recommend that customers request a signature requirement on all drop-ship deliveries as proof of delivery. Optique will add the costs associated with a signature requirement to customer's invoice. These costs are not included within our Free Freight Allowance policy. Without said signature requirement paid by the customer, Optique takes no responsibility for the delivery and/or contents of the shipped package(s).

All shipped orders must be inspected for accuracy and damage within 30 days of the order delivery date. All discrepancies must be submitted to Optique within the same time frame, or it will be considered as agreed by all parties that the order is accepted as received. All damage claims must be submitted to the original carrier within a specified time frame. Optique strongly recommends that customers contact the carrier that delivered their product to confirm the carrier's claim policy with respect to allowable time frames. Failure to do so may result in a claim being denied.

## Returns

All returns need a RMA (Returned Merchandise Authorization) number which is issued by Customer Service.

1. Stock Inventory Returns
  - A 20% restocking fee will be applied to stock inventory items returned in sellable condition.
  - Sellable condition is determined solely at Optique's discretion.
  
2. Built-to-Order (BTO) and Custom Orders
  - Cancellation within 48 hours of order placement: No fee.
  - Cancellation after 48 hours but before production begins: A 40% cancellation fee applies.
  - Cancellation/Return after production begins or after shipment: An 80% cancellation/return fee applies.
  - The customer is responsible for return shipping costs.
  
3. Commission Adjustments
  - No commission will be paid for canceled orders.
  - For returns requested after delivery, any previously paid commission on the order will be deducted.
  
4. Return Authorization
  - All product return requests must be made within 120 days of shipment.

By adhering to these guidelines, we aim to provide clarity and fairness while maintaining the quality of our operations.

All monies associated with a return credit are issued as a credit to the account against current or future receivables.

All standard Optique products must be returned within 180 days from the original date of purchase. Customized or special order products are not eligible for return for any reason.

Optique is not responsible for any errors, omissions or changes without prior notice made in our Terms and Conditions or on the Optique website.

## Disclosures

A consumer or commercial credit report may be requested in connection with this account. You have the right to request whether a report was obtained and the name and address of the agency.

By doing business with Optique, you consent to receive communications, notices, agreements, and disclosures electronically via email, website, or other digital means, in lieu of paper documents.

In no event shall Optique be liable for consequential, incidental, or special damage arising from the use or inability to use the products.

### California SB 1286 Notice

If you are a natural person applying for credit under \$500,000 for commercial purposes in California, you may be entitled to protections under the Rosenthal Fair Debt Collection Practices Act. This includes the right to fair and non-deceptive collection practices. For businesses located in California, if Optique declines this credit application based on a credit report or other data, you have the right to request a written statement explaining the specific reasons for the denial under California SB 1286. To request this information, submit a written request to [accounting@optique-lighting.com](mailto:accounting@optique-lighting.com) within 30 days of notification.

# Optique Warranty Terms

Effective October 2025

The warranty obligations of Optique LLC (Optique) are limited to the terms set forth below.

## What is Covered

This limited warranty covers defects in materials and workmanship of Optique products.

## What is Not Covered

This limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packaging, shipping, lightning, power surges, or other acts of nature. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of the product from any installation, any unauthorized tampering with the product, any repairs attempted by anyone unauthorized by Optique to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship. This limited warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with Optique products.

Without limiting any other exclusion herein, Optique does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used.

## Length of Warranty

Due to the different technologies used in Optique products, the warranty period varies depending on the product. Please refer to the individual product specification sheets on [www.optique-lighting.com](http://www.optique-lighting.com) for all warranty periods.

## Who is Covered

Only the original purchaser of this product is covered under this limited warranty. This limited warranty is not transferable to subsequent purchasers or owners.

## What Optique Will Do Under This Limited Warranty

Optique will, at its sole discretion, provide one of the following three remedies to whatever extent deems necessary to satisfy a proper claim under this limited warranty:

1. Elect to repair or facilitate the repair of any defective products within a reasonable time period, free of any charge for the necessary parts and labor to complete the repair and restore the product to its proper operating condition.
2. Replace the product with a direct replacement or with a similar product deemed by Optique to perform substantially the same function as the original product.
3. Issue a refund of the original purchase price, less depreciation, to be determined based on the age of the product at the time remedy is sought under this limited warranty.

## What Optique Will Not Do Under This Limited Warranty

Optique will not be responsible for any labor costs whatsoever incurred related to the original installation of our product, removal of our product, or the re-installation of the replacement product, whether or not it is deemed that the product in question falls under our stated warranty. Optique is also not responsible for the costs of any other materials that may be damaged as a result of repairing and/or replacing Optique products. Optique will not be responsible for any costs related to any setting up of this product, any adjustment of user controls, or any programming required for a specific installation of this product.

Returned products must be insured during shipment, with the insurance and shipping charges prepaid by the customer. If this product is returned uninsured, the sender assumes all risks of loss or damage during shipment.

## How to Obtain a Remedy Under This Limited Warranty

To pursue any remedy under this limited warranty, you must contact the Optique Customer Service Department at 800.910.5537 or [solutions@optique-lighting.com](mailto:solutions@optique-lighting.com) to request a Return Merchandise Authorization (RMA). Requests for an RMA form must clearly state the reason for return, proof of purchase, and the preferred resolution. All returns must include a preapproved RMA form issued by an Optique authorized agent with the RMA number affixed to the returned product packaging. For more details on returning products to Optique, please see the Returns section in our Terms and Conditions document.

## Limitation on Liability

The maximum liability of Optique under this limited warranty shall not exceed the actual purchase price paid for the product. To the maximum extent permitted by law, Optique is not responsible for direct, special, incidental, or consequential damages resulting from any breach of warranty or condition, or under any other legal theory.

## Exclusive Remedy

To the maximum extent permitted by law, this limited warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, express or implied. To the maximum extent permitted by law, Optique specifically disclaims all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. If Optique cannot lawfully disclaim or exclude implied warranties under applicable law, then all implied warranties covering this product, including warranties of merchantability and fitness for a particular product, shall apply to this product as provided under applicable law.

## Disclaimer

Optique has carefully reviewed this price sheet and has made every attempt to provide the most accurate and updated information available at the time of printing. However, by using this price sheet, you understand and agree that Optique, LLC, its officers, employees, and independent representatives cannot be held liable in any way for errors, omissions, or unforeseen changes to the information provided.