



Vendor Terms & Conditions

1401 West League City Parkway, #6
League City, TX 77573
281-414-7177
281-414-3445 (commercial sales)

www.plashlights.com
plashlights@gmail.com

Vendor Requirements

All vendors, dealers, and distributors must be approved as an authorized PlashLights Vendor (Vendor) by PlashLights before placing any order. A completed Vendor Application must have been submitted to PlashLights and approved, and a copy of the Vendors Sales Tax Certificate must be on file before orders can be placed.

Ordering

Payment via credit card will be charged at the time of shipping, for orders over \$2000, a 50% deposit will be required at the time of ordering with the remaining balance due when the order ships. Orders will be processed within 24 hours and can be placed via email to plashlights@gmail.com or by calling 281.414.3445. While PlashLights makes every effort to keep all items in stock, high demand sometimes results in an item being on backorder. In the event that an item is on backorder, PlashLights will notify the Vendor within 24 hours with an estimated availability date.

Drop Shipments

PlashLights will drop ship orders direct to the customer for Vendors. Only a packing list will be sent to the customer, all invoices and sales receipts will be sent directly to the Vendor. There will be a \$5 charge for drop shipments plus the actual shipping cost. All shipments will be shipped insured and with a signature required upon delivery, unless specified otherwise by the Vendor. International shipments may be fulfilled upon request.

Hours of Operation

Orders will be processed Monday to Friday, 9:00 am to 6:00 pm Central Time. No orders will be shipped on public holidays or on the weekend.

Pricing

While every effort is made to maintain consistent pricing and discount structures, PlashLights reserves the right without liability to change pricing and discount structures at any time without notice. Manufacturer's Suggested Retail Price (MSRP) shall be deemed to be the prices published on the PlashLights web site and as provided to the Vendor from time to time by way of a price list or other document.

Minimum Advertised Price Policy

The MSRP is the Minimum Advertised Price (MAP) that PlashLights products may be advertised for. Each Vendor is free to independently decide whether or not to follow the MAP policy and therefore remains free to advertise PlashLights products for sale at a price it deems appropriate. However, in the event the Vendor advertises the products for less than the MAP, PlashLights will without assuming any liability remove the Vendor from the Authorized PlashLights Vendor list and as such the Vendor will no longer be able to place any orders with PlashLights. The one exception to MAP pricing is for short period of sales on legitimate major public holidays. During these periods, a ten percent discount may be offered by the Vendor for a period of no more than three days. Abuse of this policy will also be deemed a breach of the MAP policy.

Advertising

All images, graphics, designs, technical information, drawings, descriptions, text, and any other information or media available on the PlashLights web site and as provided by PlashLights from time to time may be used by Vendors for the sole purpose of advertising and marketing PlashLights products. No transfer of ownership of said media or intellectual property is implied and all media, trademarks, and intellectual property of PlashLights remain the sole property of PlashLights.

Returns

Returns are accepted within 30 days of purchase date, provided the product is in the original packaging, was not installed, and is in "as-new" condition. A 15% restocking fee will be incurred on all returned items. All returns require a Returned Merchandise Authorization number; please contact plashlights@gmail.com to obtain an RMA#.



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Shipping Damage Claims

All shipments must be inspected upon delivery. Shipping damage must be reported to both the Delivery Company & PlashLights within 24 hours of delivery.

Warranty

PlashLights products are warranted for a period of one year from date of purchase. If the product stops working, send it back to us and we will fix it or replace it. Proof of purchase and RMA # required. Improper installation, incorrect voltage, accident, abuse, neglect, and normal wear and tear are not covered under warranty. Use of products below -40°F or above 185°F invalidates the warranty. Problems or issues caused by dismantling the product and repairs carried out by anyone other than an Approved Service Center are not covered under warranty. Vendor or customer is responsible for all shipping charges. In the event that a repair is deemed not subject to warranty we will contact the Vendor before carrying out any work. All warranty claims require an RMA number; please contact plashlights@gmail.com to obtain an RMA #. Consequential damage or commercial loss is not covered under the warranty nor implied in any way. PlashLights, its agents, dealers, distributors, vendors, sponsors, advertisers, assigns, and any other associated or affiliated body will not be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, or any damages whatsoever, even if PlashLights has been previously advised of the possibility of such damages, whether in an action, under contract, negligence, or any other theory, arising out of or in connection with the use, inability to use, or performance of the information, services, products, and materials associated with this product. All products are used at the customers own risk and PlashLights does not warrant, imply, or represent that the products are suitable for any purpose.

ALL LIGHTS = MINIMUM OF A 1 YEAR WARRANTY & A LIFETIME WARRANTY AGAINST DEFECTS

XX-SERIES LIGHTS = 2 YEAR WARRANTY

LED HEADLIGHTS = 5 YEAR WARRANTY

Taxes, Duties, and Tariffs

PlashLights is not responsible for any and all taxes, duties, tariffs, or any other charges or costs incurred by shipping the products to any jurisdiction and any such taxes, duties, tariffs, or any other charges or costs are the sole responsibility of the Vendor. It is the Vendor's sole responsibility to collect and report any taxes, including but not limited to sales tax, that are required to be collected in their jurisdiction.

Continuation

These Terms and Conditions shall be deemed to be in effect until such time as cancelled in writing by either party. PlashLights reserves the right without assuming any liability to revoke the Approved PlashLights Vendor status of the Vendor at any time without giving cause or reason.

Fitness for Purpose

PlashLights products are designed to provide supplementary or additional lighting and are not a replacement for factory installed or legally required lighting. It is the customer's responsibility to ensure that installation of the product complies with all applicable laws, codes, statutes, and regulations of their jurisdiction. PlashLights in no way warrants or represents that the products are acceptable for use on a vehicle or for any other use in any jurisdiction. All products are used at the customers own risk and PlashLights does not warrant, imply, or represent that the products are suitable for any purpose. Vendors cannot make any claims to the contrary.

Agreement

These Terms and Conditions shall be governed exclusively by the laws of the State of Texas and shall be deemed to have been made in the State of Texas. These Terms and Conditions contain the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. These Terms and Conditions supersede any prior written or oral agreements between the parties. If any provision(s) of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.