TOPBULB.COM TERMS OF SALE

These Terms of Sale govern your purchase of any product offered by Topbulb.com on www.topbulb.com. Please read these Terms of Sale carefully. They contain very important information about your rights and obligations, as well as limitations and exclusions that may apply to you. By placing an order, you acknowledge you have read, accepted and agreed to be bound by these Terms of Sale, without limitation or qualifications. These Terms of Sale are subject to modification at any time without prior written notice and in the sole discretion of Topbulb.com.

PRODUCTS

Topbulb.com may discontinue any product at any time without notice. The product prices displayed on Topbulb.com do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price.

PRICE ERRORS

Our goal is a 100% error-free Web site, if product price errors are discovered, they are promptly corrected on our systems, and the corrected price will apply. We will notify you if your order includes items that were incorrectly priced.

VALUE BRAND PRODUCTS

The term "Value Brand" is used on Topbulb.com for all items meeting or exceeding the specifications as listed on the respective Product Detail page. Value Brand items are manufactured by numerous companies whose company names may or may not be recognizable "brand names" to the consumer. The trademarks and/or trade names of the brand name companies referenced in the Product Display page are used only to compare products of similar characteristics. Orders for Value Brand products may contain items manufactured by two or more companies.

ORDERS

Orders are not binding upon Topbulb.com until accepted. Topbulb.com reserves the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. Verification of information may be required prior to the acceptance of any order.

PAYMENT

Payment can be made via MasterCard, Visa, American Express and Discover, and PayPal. Your credit card will be charged when your order is shipped in US dollars. Topbulb.com also accepts purchase orders from customers who have received Topbulb.com credit approval. To apply for Topbulb.com credit, please call 800.867.2652, or visit our Term Customer Application page. For customers who purchase on open account, Topbulb.com reserves the right to add to your monthly balance a service charge of 1.5% per month (18% annual rate) on all amounts unpaid on the first day of the 2nd month following purchase. If the account is placed with a third party for collection, buyer agrees to pay all costs and expenses of collection, including the reasonable attorney's fees, in addition to the service charges stated above. Topbulb.com reserves the right to revoke credit extensions and close credit accounts for those customers who do not maintain the minimum purchase volume or who do not pay within the assigned payment terms. Closing credit accounts or revoking credit extensions is standard practice for Topbulb.com for customers with slow payment history. All Topbulb.com customers are strongly advised to remit payments according to the payment terms assigned in order to maintain an open account status.

SALES TAX

You are responsible for the payment of any state and local sales or use taxes that may apply to your order. The sales tax is calculated based on the full invoice price, and may include charges for shipping and handling, if required by law. By law, Topbulb.com must collect sales tax for orders SHIPPED to the states of Indiana.

DELIVERY

If you order by 3 p.m. Central Standard Time, the in-stock items ordered will be shipped that day (Monday through Friday delivery days) via ground transportation to most locations. Uprated shipping services (Next Day, 2nd Day) are available at an additional charge. Topbulb.com may select an alternative shipper depending on the size and weight of your item. In the event only some of the product is in stock at the time an order is placed, the available product will be shipped via the upgraded service and the backorder will ship via Ground service when stock is replenished. While Topbulb.com will make every reasonable effort to ship your orders within these time frames, Topbulb.com is not responsible or liable for any delay in receiving or completing your order that is caused by an event beyond Topbulb.com's reasonable control. Such events may include, but are not limited to, fire, flood, accident, strike, riot, civil commotion, act of God, war or other hostilities, acts or omissions of carriers, transmitters, phone companies, Internet Service Providers or Internet backbone providers or a failure, interruption or delay of the server or this Web site caused by an event outside the direct control of Topbulb.com, including without limitation, power outages or attacks on this Web site such as by persons known as "hackers."

INTERNATIONAL SHIPMENTS

Topbulb.com will ship to addresses within the contiguous United States for a shipping charge of $2.75. Shipments to Alaska, Hawaii, other US Territories, Canada, and Mexico will be arranged and additional shipping charges will apply. For customers seeking to have products delivered to all other countries, Topbulb.com will ship via DHL, UPS, FedEx or through a U.S.-based "Freight Forwarder" of the customer's choosing. Additional shipping charges will apply. The customer is responsible for payment of taxes, duties, tariffs and any other charges levied by government agencies. Payment must be made in full using a credit card or bank transfer at the time of shipment. Title and risk of loss of the products pass to the customer upon delivery at the "Freight Forwarder."

SHIPPING & HANDLING (S&H) CHARGES

A S&H charge applies to all orders. Additional S&H charges will apply to orders shipped outside the 48 contiguous states. In the event only some of the product is in stock at the time an order is placed, the available product will be shipped via the upgraded service and the backorder will ship via Ground service when stock is replenished. S&H charges, along with any charged Freight, are non-refundable in occurrences where Topbulb.com has made no error in merchandising or shipping.

WARRANTIES

All products are sold "as is," and Topbulb.com disclaims all warranties of any kind relating to the products or use thereof, express or implied, including warranties of merchantability, non-infringement, title or fitness for a particular purpose. Some jurisdictions may not allow the exclusion of certain implied warranties, so some of the above exclusions may not apply to you.

http://www.topbulb.com/terms-of-sale
PROMOTIONAL CODES
Promotional codes are valid only during the time period stated in the offer, must be used at the time of purchase, and cannot be used on past orders. Only one promotional code can be used per order and cannot be combined with commercial pricing.

LIMITATION OF LIABILITY
To the maximum extent allowed by law, Topbulb.com shall not be liable for any special, consequential, exemplary or incidental damages (including lost or anticipated revenues or profits relating to the same), arising from any claim relating to these Terms of Sale, this Web site, the catalog, product(s) or order(s), whether such claim is based on warranty, contract, tort (including negligence or strict liability) or otherwise. In no event will the collective liability of Topbulb.com exceed the amount you have paid to the company for the applicable order or product out of which liability arose. These limitations shall apply notwithstanding any failure of essential purpose of any remedy. Some states and/or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

SEVERABILITY
If any provision of these Terms of Sale are held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction or arbitral tribunal, such provision shall be deemed severed from these Terms of Sale and the validity of the remainder of these Terms of Sale shall not be affected thereby.

GOVERNING LAW
These Terms of Sale shall be governed by and construed in accordance with the laws of the State of Indiana, applicable to contracts made, and to be enforced wholly within the State of Indiana.

ARBITRATION
Any dispute or disagreement arising out of these Terms of Sale, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

JURISDICTION AND VENUE
You and Topbulb.com (collectively the "Parties"—individually a "Party") irrevocably agree that any legal action, suit or proceeding brought by it in any way arising out of these Terms of Sale must be brought solely and exclusively in the federal or state courts of the State of Indiana located in the City of East Chicago, Indiana, and irrevocably accept and submit to the sole and exclusive jurisdiction of each of the above-mentioned courts in person; generally and unconditionally with respect to any action, suit or proceeding brought by or against it by the other Party.

WAIVERS AND AMENDMENTS
The waiver by either Party of any provision of these Terms of Sale on any occasion and upon any particular circumstances shall not operate as a waiver of such provision of these Terms of Sale on any other occasion or upon any other circumstances. These Terms of Sale may be waived or amended only in a writing signed by the Parties.

NEED ASSISTANCE? TALK WITH THE PROS: 800.887.2852

OFFICE OF THE
GENERAL COUNSEL
MUSC/MUHA
- APPROVED AS TO FORM -
By: ____________________________
Date: _______________ 5-13-14

http://www.topbulb.com/terms-of-sale

5/13/2014