

Stella Lighting Inc Terms & Conditions

Date of Last Revision: **January 1st, 2017**

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING OUR WEBSITES, MOBILE APPLICATIONS OR ONLINE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. DO NOT USE OUR WEBSITES, MOBILE APPLICATIONS OR ONLINE SERVICES IF YOU DO NOT AGREE TO ALL OF THESE TERMS.

These Terms of Use ("Terms") apply exclusively to your access to, and use of the websites, mobile applications and online services (collectively, the "Sites") of Stella Lighting, Inc. ("Stella"). The Terms do not alter in any way the terms or conditions of any other agreement you may have with Stella, or our subsidiaries or affiliates, for products, services or otherwise.. If you are using the Sites on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity's behalf and that such entity agrees to indemnify you and Stella for its violations of these Terms.

These Terms are separated into two parts. Part One applies to all users, but Part Two only applies to those who make a purchase with us.

Stella reserves the right to change or modify these Terms at any time and in our sole discretion. If Stella makes changes to these Terms, we will provide you with notice of such changes, such as by sending an email, posting a notice on our Sites or updating the date at the top of these Terms. Your continued use of the Sites will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Sites. If you do not agree to the amended Terms, you must stop using the Sites. Any use of the Sites in violation of these Terms may result in, among other things, termination of your account.

If you have any questions regarding the use of the Sites, please refer to the help section on [Stellalighting.com](http://www.stellalighting.com). All other questions or comments about the Sites or their contents may be directed to customer service by calling (855) 232-3222 or (541) 345-8112 or emailing us (see <http://www.stellalighting.com/about/contact/>)

Wholesale Accounts PART 1

1. Privacy Policy

Please refer to our Privacy Policy for information on how Stella collects, uses and shares information about our users.

2. Eligibility, Registration and Account

The Sites are not targeted towards, nor intended for use by, anyone under the age of 13. By using the Sites, you represent and warrant that you are 13 years of age or older. If you are not at least 13 years of age, do not access, use or register for an account on the Sites. In addition, you may not make a purchase from our Sites unless you are at least 18 years of age. You also represent and warrant that you (a) have not previously been suspended or removed from the Sites; (b) do not have more than one Site account; and (c) that you have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party.

In order to create a profile on the Sites, you will need to register for an account. When registering for an account, you cannot create a screen name that incorporates a trademark without authorization from the trademark owner. We reserve the right to reclaim screen names on behalf of businesses or individuals that hold legal claim, including trademark rights, in those screen names.

In consideration of your use of the Sites, you agree to (a) provide accurate, current and complete information; (b) maintain and promptly update your account information; (c) maintain the security of your account credentials; (d) not share your account credentials with others; and (e) promptly notify Stella if you discover or otherwise suspect any security breaches related to the Sites.

3. Ownership of Site Content

Unless otherwise indicated on our Sites, the Sites and all content and materials therein, including but not limited to the Stella logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Site Content") are the proprietary property of Stella or our affiliates, licensors, suppliers or users and are protected by U.S. and international copyright laws.

You are granted a limited, nonexclusive, non-sublicensable license to access and use the Sites and electronically copy (except where prohibited without a license) and print hard copy portions of the Site Content for your informational, noncommercial and personal use. Such license is subject to these Terms and excludes: (a) any resale of the Sites or Site Content; (b) the collection and use of any product listings, pictures or descriptions; (c) the distribution, public performance or public display of any Site Content; (d) modifying or otherwise making any derivative uses of the Sites and the Site Content, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than page caching) of any portion of the Sites, the Site Content or any information contained therein, except as expressly permitted on

the Sites or pursuant to separate terms; or (g) any use of the Sites or the Site Content other than for its intended purpose. Any other use of the Sites or the Site Content, without the prior written permission of Stella, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including but not limited to copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

4. Repeat Infringer Policy; Copyright Complaints

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Stella has adopted a policy of terminating, in appropriate circumstances and in Stella's sole discretion, account holders who are deemed to be repeat infringers. Stella may also, in our sole discretion, limit access to the Sites and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you believe that anything on the Sites infringes upon any copyright, which you own or control, you may file a notification of such infringement with our designated agent as set forth below.

Name of Designated Agent:	Nathan Wiedenmann
Address:	Stella Lighting Inc. 32832 East Pearl St Coburg OR, 97408
Phone:	(541) 345-8112
Fax:	(541) 345-8116
Email:	Nathan@stellalighting.com

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should also note that if you make any material misrepresentation in your notification that the material or activity is infringing, you will be liable for all damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Sites, electronic mail to a user's email address in our records or by written communication sent by first-class mail to a user's address in our records.

5. Trademarks

"Stella Lighting," "Stella EDGE," "Stella SKY Two", "Stella Two", the Stella logo and other Stella product or service names, logos or slogans that may appear on the Sites are trademarks or registered trademarks of Stella and our affiliates or subsidiaries and may not be copied, imitated or used, in whole or in part, without the prior written permission of Stella or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Stella" or any other name, trademark or product or service name of Stella without our prior written permission. In addition, the look and feel of the Sites, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Stella and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Sites are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Stella.

If you believe that anything on the Sites infringes upon any trademarks, which you own or control, you may file a notification of such infringement with our designated agent as set forth in Section 4. A proper notification should contain the same elements required for copyright complaints (please see 17 U.S.C. §512(c)(3)).

6. Patents

One or more patents apply to the Sites and to the features and services accessible via the Sites, including without limitation: U.S. Patent Nos. US D732, 216 S, US D728,847 S, US D728,846 S, US D732,217 S, Pending Application 201730043223.0 (CHINA) D/26220.EM (EUROPEAN UNIFIED PATENT) and all corresponding foreign counterparts.

7. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Sites for noncommercial purposes, provided such link does not portray Stella or any of our products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use an Stella logo or other proprietary graphic of Stella to link to the Sites without the express written permission of Stella. Further, you may not use, frame or utilize framing techniques to enclose any Stella trademark, logo or other proprietary information, including the images found at the Sites, the content of any text or the layout/design of any page or form contained on a page on the Sites without Stella's express written consent.

Stella makes no claim or representation regarding the quality, content, nature or reliability of third-party websites accessible by hyperlink from the Sites, or websites linking to the Sites. Such sites are not under the control of Stella and Stella provides these links to you only as a convenience. The inclusion of any link does not imply affiliation, endorsement or adoption by Stella of any site or any information contained therein. When you leave our Sites, you should be aware that our terms and policies no

longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

8. User Content and Interactive Features or Areas

The Sites may include discussion forums, blogs, profiles, product reviews or other interactive features or areas (collectively, "Interactive Areas"), in which you or other users create, post, transmit or store any content, such as text, music, sound, photos, video, graphics or code on the Sites ("User Content"). User Content is publicly-viewable and includes your profile information and any content you post pursuant to your profile, but it does not include your stellalighting.com account information (also known as "Your Stella Online Account" or "Your Account") or information you submit in order to make a purchase. You agree that you are solely responsible for your User Content and for your use of such Interactive Areas, and that you use the Interactive Areas at your own risk.

By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish or send through the Sites any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, abusive, inflammatory, fraudulent or otherwise objectionable;
- User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law;
- User Content that displays, describes or encourages usage of any product we sell in a manner that could be offensive, inappropriate or harmful to Stella or any user or consumer or that is contrary to any instructions or warnings relating to the product (safety concerns can be reported here);
- User Content that may impinge upon or violate the publicity, privacy or data protection rights of others, including pictures or information about another individual where you have not obtained such individual's consent;
- User Content that makes false or misleading statements, claims or depictions about a person, company, product or service;
- User Content that does not clearly and prominently disclose any material connections you may have to Stella or third party brands or sellers (for example, if you receive free products or services or are a paid blogger or employee);
- User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Viruses, malware of any kind, corrupted data or other harmful, disruptive or destructive files or code; and
- User Content that, in the sole judgment of Stella, restricts or inhibits any other person from using or enjoying the Sites or which may expose Stella or our users to any harm or liability of any type.

Stella encourages our users to report User Content that violates these Terms (either by using a flagging or reporting mechanism provided within the Sites or, for content that infringes copyright or trademark rights, by following the instructions in Sections 4 and 5 of these Terms). Enforcement of the Terms, however, is solely in our discretion and the absence of enforcement of these Terms in some instances does not constitute a waiver of our right to enforce the Terms in other instances. In addition, these Terms do not create any private right of action on the part of any third party or any reasonable expectation or promise that the Sites will not contain any content that is prohibited by such Terms. Although Stella has no obligation to screen, edit or monitor any of the User Content posted on the Sites, Stella reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Sites at any time and for any reason without notice, and you are solely responsible for creating backup copies and replacing any User Content you post or store on the Sites at your sole cost and expense.

Any use of the Sites in violation of these Terms may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Sites. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Stella's systems and customers or to ensure the integrity and operation of Stella's business and systems, Stella may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information, IP addressing and traffic information, usage history and posted User Content. Stella's right to disclose any such information shall govern over any terms of Stella's privacy policy.

9. Rights in User Content and Feedback

Except as otherwise provided herein, on the Sites or in a separate agreement (such as the rules of an Stella contest), Stella claims no ownership or control over any User Content. However, by submitting or posting User Content on the Sites, you grant Stella and our subsidiaries and affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content on the Sites and on third-party sites. We will contact you directly to obtain permission before we use your User Content for our own commercial purposes, unless you expressly grant these rights to Stella at the time you upload your content. If you choose to remove your User Content, the license granted above will automatically expire; however, you acknowledge that there may be exceptions (for example, you cannot delete a vote you submitted that has already been

counted or your purchase history). In addition, we may retain archived copies of your User Content and cached copies of your User Content may still be available for some period of time.

By posting User Content to the Sites, you represent and warrant that (a) such User Content is non-confidential; (b) you own and control all of the rights, title and interest in and to the User Content or you otherwise have all necessary rights to post and use such User Content to the Sites and to grant the rights to Stella that you grant in these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the User Content, and your use and posting thereof in connection with the Sites, do not and will not violate these Terms, Site Rules, any other applicable Stella terms, guidelines or policies or any applicable law, rule or regulation.

Notwithstanding the foregoing, you acknowledge and agree that any questions, comments, suggestions, reviews, ideas, plans, notes, drawings, original or creative materials or other information or materials regarding the Sites, Stella or Stella's products or services that are provided by you, whether by email, posting to the Sites or otherwise ("Feedback"), are non-confidential and shall become the sole property of Stella. Stella shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes.

10. Product Reviews

We may provide specific opportunities for you to tell Stella and other Stella members or users what you think about our products or services ("Product Reviews"). If you take advantage of such a Product Review opportunity, you agree to state your opinions lawfully, honestly and in good faith and to reveal to others any conflict of interest or relationship that might influence your views (e.g., if someone is paying or giving you something for free to encourage you to comment, you agree to make appropriate disclosures). All Product Reviews are strictly the opinion of the user posting such reviews, and Stella does not endorse or approve any such reviews or have any responsibility or liability for the accuracy, appropriateness or content of such reviews. Finally, we may use a third party to "power" or provide the opportunity to review products or services. In that case, you will also need to review the terms of service for that third party's website, including its privacy policy, to determine whether they are acceptable to you. If they are not, do not use its site or provide Product Reviews.

11. User Conduct

You agree that you will not violate any law, contract or intellectual property or other third party right or commit a tort. You also agree to abide by site rules and not to:

- Use the Sites in any unlawful manner or in any manner that could damage, disable, overburden or impair the Sites;
- Send unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, chain letters and pyramid schemes, or harvest or collect email addresses or other contact information of other users from the Sites for the purposes of sending spam;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Sites or to extract data;
- Reverse engineer any aspect of the Sites or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Sites (except as otherwise expressly permitted by law);
- Solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- Use or attempt to use another's account without authorization from Stella;
- Attempt to circumvent any content filtering techniques we employ or access any service or area of the Sites that you are not authorized to access;
- Engage in any harassing, intimidating, predatory or stalking conduct;
- Develop any third-party applications that interact with User Content and our Sites; or
- "Frame" our Sites or otherwise make it look like you have a relationship to us or that we have endorsed you for any purpose.

Stella has no obligation to monitor any user conduct on the Sites, and Stella reserves the right and has absolute discretion to monitor any user conduct on the Sites at any time and for any reason without notice. Stella does not approve or endorse any user-posted meetings or events referenced on the Sites and Stella recommends exercising caution before contacting or meeting anyone (online or offline) that is unfamiliar to you.

12. No Third-Party Beneficiaries

These Terms are for the benefit of, and will be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party or to create any obligations or liability of a party to any such third party.

13. Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless Stella and our subsidiaries and affiliates, and our respective officers, directors, agents, partners, members, employees, independent contractors, service providers and consultants (together with Stella, the "Stella Parties"), from and against any claims, damages, costs, liabilities and expenses (collectively, "Claims") arising out of or related to (a) your use or misuse of the Sites; (b) any User Content you post, upload, use, distribute, store or otherwise transmit on or through the Sites; (c) any Feedback you provide; (d) your violation of these Terms; and (e) your violation of any rights of another. You agree to promptly notify the Stella Parties of any third party Claims, cooperate with the Stella Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including but not limited to attorneys' fees). You further agree that the Stella Parties shall have control of the defense or settlement of any third party Claims.

14. Disclaimer

Except as expressly provided, the Sites, Site Content, User Content and services provided on or in connection with the Sites (collectively, "Complete Site") are provided on an "AS IS" and "WITH ALL FAULTS" basis without representations, warranties or conditions of any kind, either express or implied. REI DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, DUTIES OR CONDITIONS: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, RESULTS, TITLE, AND NON-INFRINGEMENT; AND (B) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. REI does not represent or warrant that the Complete Site is accurate, complete, reliable, current or error-free. Stella does not represent or warrant that the Sites or our servers are free of viruses or other harmful components.

The Site Content, including, but not limited to, Stella videos and "Expert Advice" articles, is general in nature and must be used with an appreciation for the differing capabilities among individual users and the differing demands placed on equipment and techniques by the wide variety of circumstances that can be encountered in outdoor recreation. The information is not a substitute for in-person guidance by a qualified instructor or for personal experience gained in the company of knowledgeable and experienced outdoor recreationalists.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE REI PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE ACCESS OR USE OF THE COMPLETE SITE (INCLUDING BUT NOT LIMITED TO USER CONTENT, THIRD PARTY CONTENT AND LINKS TO THIRD PARTY SITES THAT WE DO NOT OWN OR CONTROL), YOUR ONLINE OR OFFLINE INTERACTIONS WITH OTHER SITE USERS, OR OTHERWISE RELATED TO THESE TERMS, INCLUDING BUT NOT LIMITED TO ANY DAMAGES THAT RESULT FROM EVENTS BEYOND OUR REASONABLE CONTROL, SUCH AS INTERRUPTIONS TO ALL OR PORTIONS OF THE COMPLETE SITE, DELETION OF FILES OR EMAIL, ERRORS OR OMISSIONS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO AN STELLA PARTY'S RECORDS, PROGRAMS OR SERVICES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE STELLA PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE COMPLETE SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO STELLA FOR ACCESS TO OR USE OF THE COMPLETE SITE. THE LIMITATIONS SET FORTH IN THIS SECTION 15 WILL NOT LIMIT OR EXCLUDE THE STELLA PARTIES' LIABILITY FOR GROSS NEGLIGENCE, FRAUD, INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT.

16. Modifications to Site

Stella reserves the right to modify or discontinue, temporarily or permanently, the Sites or any features or portions thereof without prior notice.

17. Applicable Law and Venue

THESE TERMS AND YOUR USE OF THE SITES WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON, APPLICABLE TO AGREEMENTS MADE AND TO BE ENTIRELY PERFORMED WITHIN THE STATE OF OREGON, WITHOUT RESORT TO ITS CONFLICT OF LAW PROVISIONS. YOU AGREE THAT ANY ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THESE TERMS SHALL BE FILED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN LANE COUNTY, OREGON AND YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THESE TERMS.

18. Termination

Either we or you may end this agreement with or without cause or prior notice. Notwithstanding any of these Terms, Stella reserves the right, without notice and in our sole discretion, to terminate your right to use the Sites, or any portion of the Sites,

and to block or prevent your future access to and use of the Sites or any portion of the Sites.

19. Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

20. Terms

All terms are Net 15 from date of SHIPMENT. Both packing slip and invoices are SHIPPED WITH THE FREIGHT. In addition, we will send email invoices based on the date of SHIPMENT.

Invoices may be paid via check or online through Square Invoicing. Please contact us stacy@stellalighting.com if you would like a square invoice emailed to you.

A 25% re-stocking fee will be charged on all non-warrantied returned products for credit.

NOTE:

* Terms are extended from DATE OF SHIPMENT.

** A reminder email will be sent for invoices more the 30 days old. A final notice will be sent for invoices more than 60 days old. All invoices over 90 days old will be turned over to outside collections.

*** Finance charges of 1.5% will be added to each invoice starting on day 30. An additional 1.5% charge will be added every 30 days until the invoice is paid in full.

**** Terms will be revoked for customers with repeated delinquency for customers sent to collections

20. MAP Policy

All Stella affiliates are required to adhere to the MAP Policy: <http://www.stellalighting.com/support/map-policy/>

Part Two – Terms for Users Making Purchases

PART TWO APPLIES IN ADDITION TO PART ONE IF YOU PURCHASE A PRODUCT OR SERVICE THROUGH THE SITES.

1. Pricing and Availability

All prices are shown in U.S. dollars (except where otherwise noted); taxes, shipping and handling charges are additional. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue products or services without notice, even if you have already placed your order. All prices are subject to change without notice and you agree that taxes may be adjusted from the amount shown on the billing screens. Several factors may cause this, such as variances between processor programs and changes in tax rates. Additionally, many products displayed on our Sites are also available in Stella retail store while supplies last, but you should not assume that what you see on the Sites can always be seen in our stores. Prices displayed on the Sites may vary from those in the store or from store-advertised prices.

2. Errors

We attempt to be as accurate as possible and eliminate errors on the Sites; however, we do not warrant that any product, service, description, photograph, pricing or other information is accurate, complete, reliable, current or error-free. In the event of an error, whether on the Sites, in an order confirmation, in processing an order, delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of such error is to cancel your order and obtain a refund.

3. Out-of-Stock Items; Backorders

If the color or size you want is not listed in the "Choose Your Color/Type" drop-down box on the Product Information page, it is not then available for ordering. Please check back later. If the color or size you want has an asterisk next to it in the drop-down box, it is on backorder. Sometimes we will not know in advance that product is unavailable, so when you place items in your Shopping Cart you will be asked if you would like to backorder them. If you indicate yes, the item will be sent to you once it becomes available. Note that some items may be backordered or unavailable even if the Sites indicate that they are in-stock, and adding an item to your cart does not guarantee the availability of that item. If you choose to ship an item to an Stella store for pick-up, you will be charged at the time the item is shipped from our distribution center. If the backordered item is no longer available, we will cancel the item from your order and notify you, usually via e-mail. If you have items on backorder that you would like to cancel, please contact us.

4. Agreement to Conduct Transactions Electronically; Recording; Copies

You agree that all of your transactions with or through the Sites may, at our option, be conducted electronically from start to finish, and that any oral conversations may be recorded. If we decide to proceed non-electronically, those transactions will still be governed by the remainder of these Terms unless you enter into different terms provided by us. You are responsible to print or make an electronic copy of these Terms and any other contract or disclosure that we are required to provide to you.

5. Shipping & Handling; No Export by You

When we ship to you or per your directions, you agree to pay the shipping and any handling charges shown on the Sites when

your order is placed. We reserve the right to increase, decrease and add or eliminate charges from time to time and without prior notice, so you agree to check all charges before placing an order or signing up for a service. When you ask us to ship to an Stella store for pick-up, shipping is free (however, some exclusions may apply, and we reserve the right to add shipping and handling charges once we post them on the Sites). Generally, shipping is by standard ground delivery. Any shipping or handling charges may or may not reflect actual costs. All orders are shipment contracts, not destination contracts, including orders shipped to an REI store for pick-up. Any shipping times shown on the Sites are estimates only – actual delivery dates may vary. You agree that you will not obtain or direct shipment of product for export.

6. Payment; Credit for Refunds

Only valid credit cards or other payment method acceptable to us may be used and all refunds will be credited to the same card or, in our discretion, other method. By submitting your order, you represent and warrant that you are authorized to use the designated card or method and authorize us to charge your order (including taxes, shipping, handling and any other amounts described on the Sites) to that card or other method. If the card (or other method) cannot be verified, is invalid, or is not otherwise acceptable, your order may be suspended or cancelled automatically. Regarding "Your Account," you agree to keep all payment cards or other payment method information current and that we may submit charges for processing even if the card (or other method) has expired or changed by the time we submit it. You must resolve any problem we encounter in order to proceed with your order.

7. Returns and Exchanges

Stella has a 100% Satisfaction Guarantee. Whether you made your purchase through the Sites, at any Stella affiliate store or through phone/mail order, you may return or exchange it by mail or at any of our retail locations as provided in 100% Satisfaction Guarantee, subject to any contrary terms imposed on your purchase (e.g., some of our "close out" items say "no return" or the like) and provided that you follow the instructions on the Sites. General returns information and instructions can be found at <http://www.stellalighting.com/support/warranty-policy/>.

Returns may make you ineligible for promotions and we reserve the right to require identification, proof of purchase, or additional verifiable information to help Stella locate the purchase in our records. If a gift certificate or card, voucher, coupon or payment mechanism other than a credit or debit card was used to pay the original price, or if the purchase was part of a special offer that is not in effect when the return is made, we may give you a merchandise credit. After we have received your valid return, we will provide one of the following within a reasonable time: an exchange of merchandise for the item returned, a non-transferable merchandise credit, a non-transferable gift certificate or gift card, a credit to the payment card used to pay for the product, a check, or another remedy that we determine in good faith is appropriate in the circumstances. If you do not comply with any of the above conditions, we reserve the right to refuse the return or exchange, or to impose different or additional conditions, including (without limitation) basing our response on the current sales price.

If you believe a product sold by Stella has a condition or defect that might make it unsafe, please report this safety concern immediately by clicking here or calling 1-855-232-3222 or (541) 345-8112.

8. Complaints and Legal Notices

All complaints and legal notices should be mailed to Stella Lighting Inc, Attn: Legal Department, PO Box 8529 Coburg, Oregon 97408. If a law requires us to accept legal notices via email, call (541) 345-8112 to ask for the address intended for receipt of such notices. If you are a California resident, the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or (800) 952-5210.

9. Limited Warranty

Stella warrants that Stella branded products will be free from defects in materials and Stella workmanship at the time of sale. This warranty does not cover damage or malfunctions caused by normal wear and tear, accident, abuse, neglect, improper storage or handling, misuse, vandalism, acts of God, or other causes external to the product.

Stella makes no other express warranties and this warranty supersedes any prior representations and understandings regarding the products, including any warranty arising from course of dealing, course of performance, or usage of trade.

Manufacturers of non-Stella branded products may provide other warranties, and you agree that your remedy for any defects in such products will be based solely on the warranty(s), if any, provided by those manufacturers. Products eligible for warranty return may be returned or service fees refunded in accordance with Stella's returns and exchanges policy

This warranty gives you specific legal rights, and you may have other rights, which vary from State to State.

10. Exclusivity of Remedy; Limitation of Liability

Your sole and exclusive remedy, and Stella's sole and exclusive liability, for any breach of warranty shall be your right to return the product, or receive a refund for the service under the REI returns and exchanges policy. IN NO EVENT SHALL THE

STELLA PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL THE AGGREGATE LIABILITY OF THE REI PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE PURCHASE OR USE OF ANY PRODUCTS OR SERVICES PURCHASED THROUGH THE SITES EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICE.

THE LIMITATIONS SET FORTH IN THIS SECTION 10 WILL NOT LIMIT OR EXCLUDE THE REI PARTIES' LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS YOU PURCHASE THROUGH THE SITES, OR FOR THE STELLA PARTIES' GROSS NEGLIGENCE, FRAUD, INTENTIONAL, WILLFUL, MALICIOUS OR RECKLESS MISCONDUCT.