



# LiteZilla

## MANUAL

---

**Installation Video:**

[www.LiteZilla.com/installationvideo](http://www.LiteZilla.com/installationvideo)

**Digital Manual:**

[www.LiteZilla.com/litezilla-manual](http://www.LiteZilla.com/litezilla-manual)

**PASSWORD** [readysetglow](#)

# TABLE OF CONTENTS



<b>UNCRATING THE LITEZILLA, LITEPINS, AND HARDWARE</b>	<b>3</b>
<b>LITEZILLA DESIGN</b>	<b>4-5</b>
<b>ELECTRICAL INFORMATION</b>	<b>6</b>
<b>ACRYLIC LITEPINS</b>	<b>7</b>
<b>ELECTRICAL INFORMATION</b>	<b>8-17</b>
READY TO INSTALL THE LITEZILLA?	8
WHERE TO HANG THE LITEZILLA	9
WHATS IN THE BOX	10-11
TOOLS NEEDED	12
INSTALLATION	13-17
<b>CLEANING AND SANITIZING</b>	<b>18</b>
<b>LIFETIME TECHNICAL SUPPORT</b>	<b>19</b>
<b>TERMS AND CONDITIONS/WARRANTY</b>	<b>20-25</b>

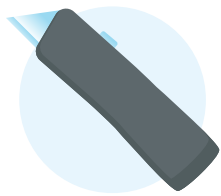
# UNCRATING THE LITEZILLA, LITEPINS, AND HARDWARE

Watch the video here:

[www.LiteZilla.com/installationvideo](http://www.LiteZilla.com/installationvideo)

## I HAVE THIS LARGE WOODEN CRATE. NOW WHAT?

To do this step, you will need:



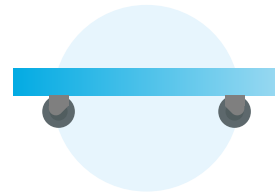
Utility Blade



Cutting Pliers



Drill with  
Phillips Head



Moving Dolly



2 or more  
friends

### 1 REMOVE THE PLASTIC WRAP

Use a utility blade to remove the plastic protective wrap from the crate. With a cutting pliers, cut any shipping straps that secure the boxes to the pallet.

### 2 REMOVE THE BOXES

The boxes contain your LitePins, installation hardware, and metal support legs. Remove the boxes and put them aside.

### 3 FIND A FRIEND AND FURNITURE DOLLY

The LiteZilla is heavy. Find a friend and ready a moving dolly before you open the crate.

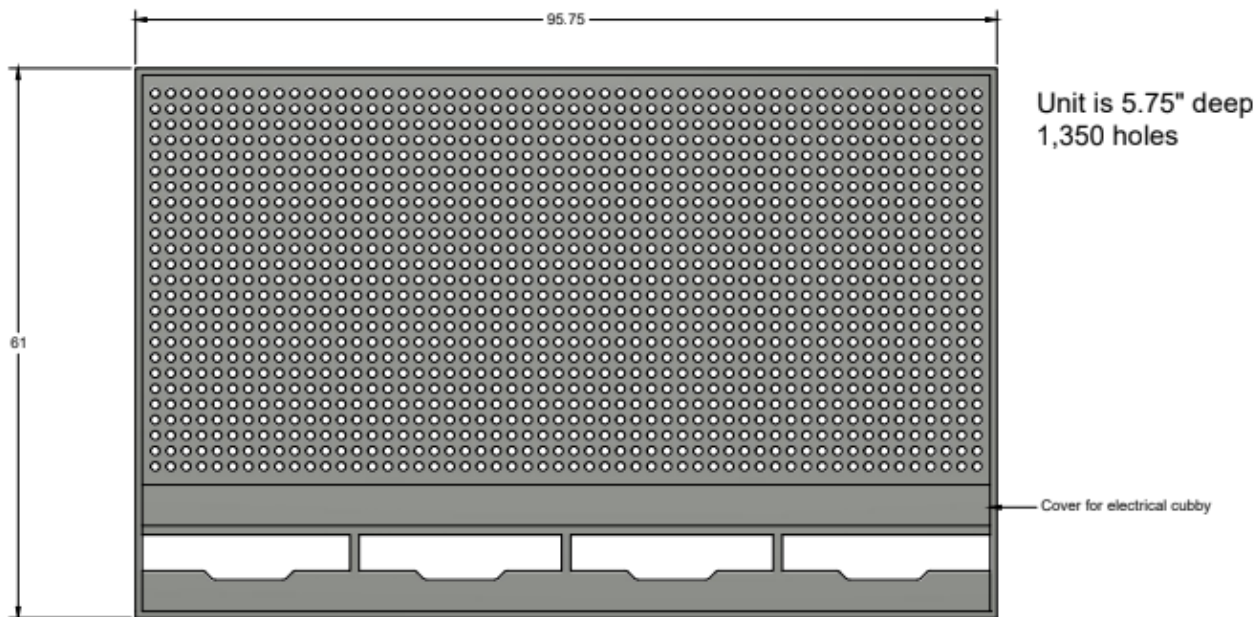
### 4 OPEN THE CRATE

One side of the crate says "Remove this side." Remove that side by unscrewing the screws on the **top and edges**. The wood side you remove is heavy. With a friend or two, take the side off and put it somewhere safe. You will see that the LiteZilla has been placed in the crate face first. Therefore, when you remove the correct side of the crate, you will be looking at the back of the LiteZilla.

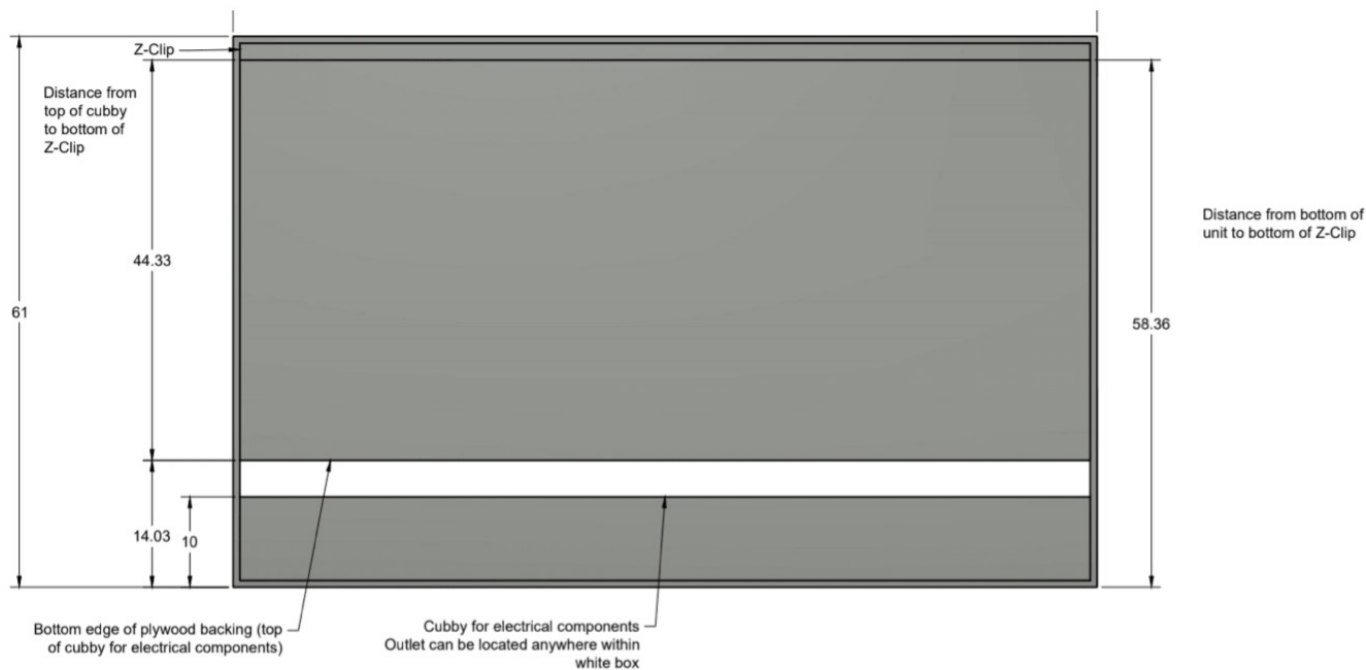
Next, carefully remove the LiteZilla and place it on your readied moving cart. With at least one person in front and one in the back, continue to hold the LiteZilla upright as you wheel the cart near the installation location. Once there, take the LiteZilla off the cart and place it on level ground that is free of debris.

# LITEZILLA DESIGN

## 5' TALL UNIT

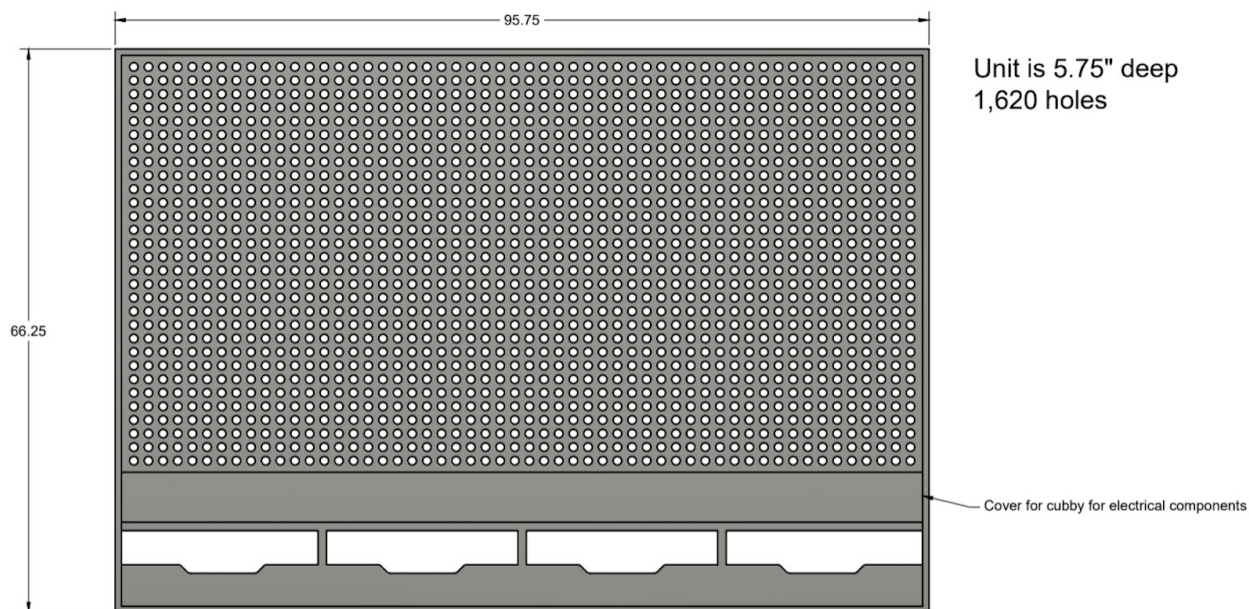


## REAR VIEW OF 5' TALL UNIT

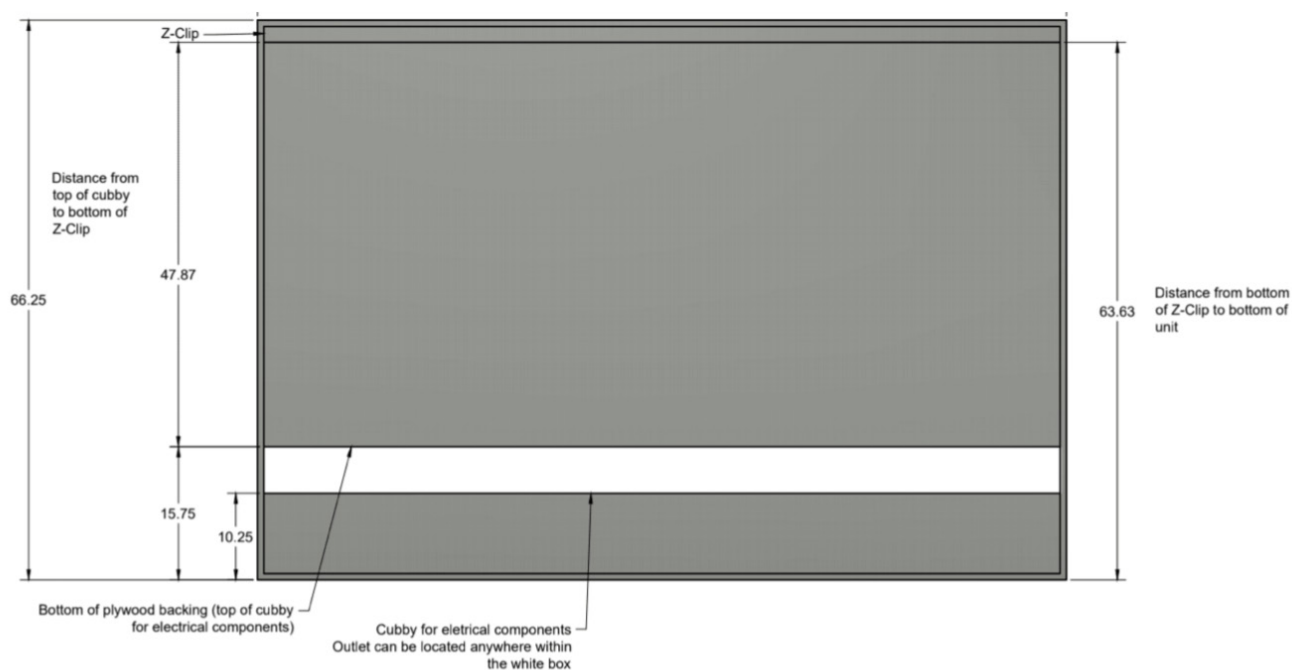


# LITEZILLA DESIGN

## 6' TALL UNIT



## REAR VIEW OF 6' TALL UNIT



# ELECTRICAL INFORMATION



## PLUGGING IT IN

Looking at the back left side of the LiteZilla, you should see a power cord tucked inside the power cubby. This cord will power the entire unit.

The cord is long enough to accommodate any location of the electrical outlet as long as the outlet is behind the LiteZilla. Route the cord through the power cubby so that it will be lined up with the outlet when the LiteZilla is hung.

## POWER CUBBY

All of the LiteZilla electrical plugs and transformers are located in the power cubby. This cubby has been specially designed so that:

- 1 The power cord can easily exit the back of the LiteZilla and plug into an outlet behind the unit.
- 2 The electrical components can be accessed once the LiteZilla is hung, by unscrewing the power cubby faceplate.

# ACRYLIC LITEPINS INFORMATION

We have spent years testing and working directly with some of the best acrylic manufacturers in the world.

We carefully oversee each step of the cutting and polishing process to ensure our customers receive the highest-quality acrylic and most beautiful color selections.

**Even so, it is possible that you may find a LitePin that is too large to fit in a grid hole or a few that have some color variations. These occurrences are normal with acrylic rods, and the LiteZilla team has provided you a few extras to accommodate**

## ABOUT THE LITEPINS:

- ✓ Standard LitePins are 4" long x 1" in diameter.
- ✓ After each Pin is cut to length, our finishing process ensures that each Pin is polished to ensure a smooth end with no sharp edges.
- ✓ They are not affected by sunlight, moisture, or heat.
- ✓ They have a transparency rate of 93%, making them the clearest material known.
- ✓ They boast a strength that is 10X stronger than glass.

## LITEPINS CARE

- ✓ LitePins should be used over a soft surface. If LitePins are dropped over a hard surface (like tile or stone), over time, the edges of the ends will feel coarse and will develop small chips in them. If the flooring is hard, we recommend that a runner or soft mat is placed below the LiteZilla.

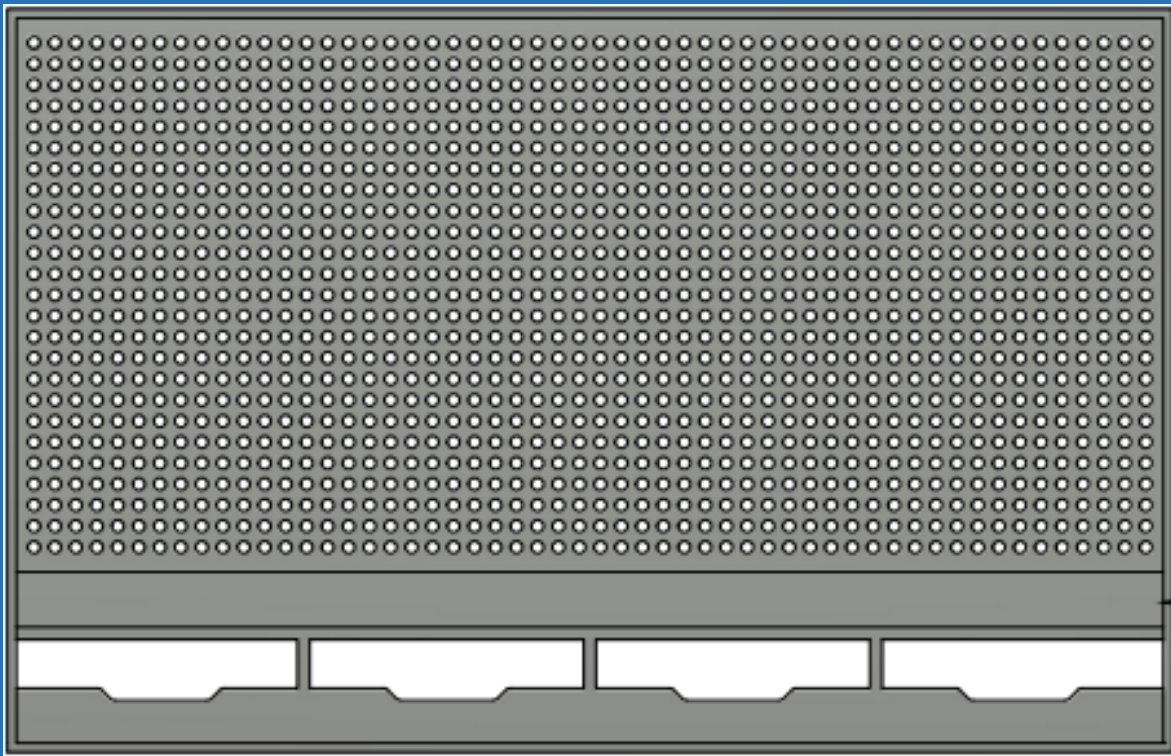
## LITEPINS SAFETY

- ✓ Our standard length LitePins have been cleared by a licensed pediatrician as non-choking hazards. Additionally, they have been tested using the Consumer Product Safety Commission's (CPSC), Small Objects Tester and pass all requirements for choking safety.

To avoid injuries and maintain a safe environment, the LitePins should not be used in any other way other than their intended purpose.



# READY TO INSTALL THE LITEZILLA?



**NOTE:** LiteZillas can be hung on the wall or placed on the floor and attached to the wall. Both installations require that the Z-clips are used to secure it to the wall.



# WHERE TO HANG THE LITEZILLA



The LiteZilla is designed to be hung over the electrical outlet that powers it. There is a cut-out on the back of the LiteZilla, so that when it is plugged in, the cord-end that protrudes from the outlet will fit into the cut-out and the LiteZilla will hang flush.

Therefore, the height of the electrical outlet, is what determines the height at which the LiteZilla will hang.

Each environment is different and the installation height is personal preference. Most clients hang their LiteZillas about 10"-12" from the floor. LiteZillas can be placed directly on the floor and simply attached to the wall as well. It is up to you!

To achieve your desired height and to determine if you need to move the outlet up or down on the wall, review the items below.

## 1 | MEASURING DOWN

Get a measuring tape and find the outlet that will power the LiteZilla. The bottom edge of the electrical outlet faceplate is 10" up from where the bottom edge of the LiteZilla will be.

## 2 | MEASURING UP

Place the mounting template against the wall with the hole in the template over the electrical outlet. The top edge of the template is 3" below from where the top edge of the LiteZilla will be.

## 3 | REMEMBER THE LEGS

THE LOAD BEARING HARDWARE IS THE METAL Z-CLIP. ADJUSTABLE METAL SUPPORT LEGS PROVIDE ADDITIONAL SUPPORT.

Legs are suggested for all sizes.

Legs are required when the Z-clip is attaching to metal studs

Legs are required when the LiteZilla is 6x5 or large

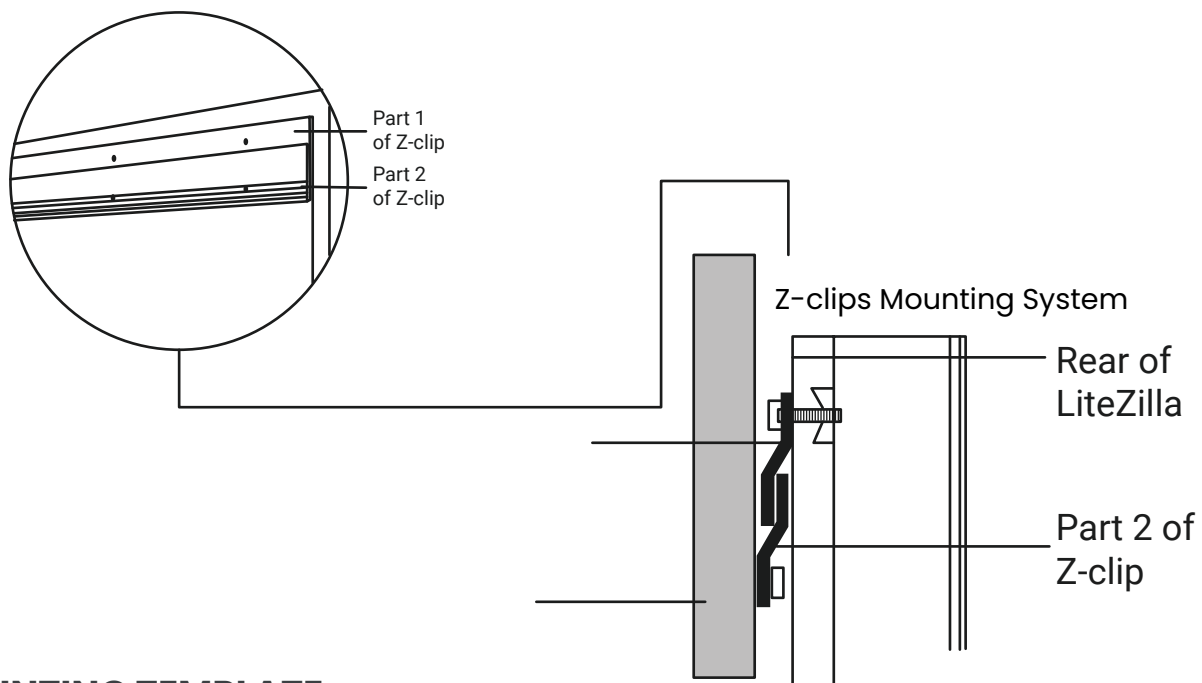
If using the legs, it is important to consider their adjustable lengths. They can be set to lengths ranging from 3"-7" or 9.5"- 13.5". Using those measurements as a guide, determine the desired installation height, and locate the electrical outlet accordingly.

# WHATS IN THE BOX

## HANGING HARDWARE

**Z-CLIP:** The LiteZilla attaches to the wall with a piece of hardware called a Z-clip. The Z-clip is two pieces of metal (one that stays on the LiteZilla and one that attaches to the wall) that fit together to secure the unit.

**DO NOT EVER REMOVE PART 1 OF THE Z-CLIP (THE TOP PART) FROM THE BACK OF THE LITEZILLA.**



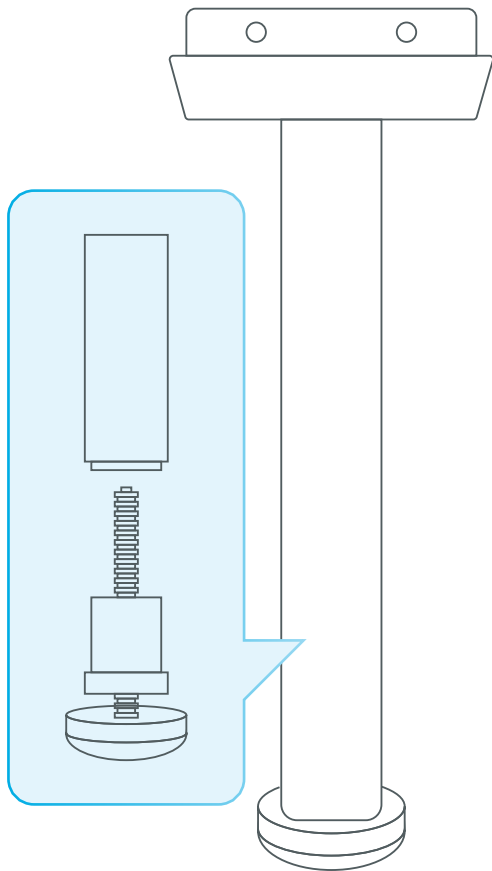
## MOUNTING TEMPLATE

To prevent injury or damage, it is critical that the Z-clip that attaches to the wall (Part 2) is installed at the correct height. This will allow the 2 parts of the Z-clip (the one on the LiteZilla [Part 1] and the one that you will install on the wall [Part 2]) to safely engage.

Therefore, the purpose of the mounting template is to show you where Part 2 needs to be located.

The way that the template works:

Place the hole in the bottom of the template over the electrical outlet. Mark the height of the TOP edge of the template. This mark is the height of the BOTTOM edge of Part 2 of the Z-clip.



## METAL SUPPORT LEGS

THE LOAD BEARING HARDWARE IS THE METAL Z-CLIP. THE METAL SUPPORT LEGS PROVIDE ADDITIONAL SUPPORT AND ARE ATTACHED AFTER THE LITEZILLA IS HUNG ON THE Z-CLIP.

Because different installations require the LiteZilla to be hung at different heights, the LiteZilla ships with two pairs of custom engineered metal support legs – in lengths of 3" and 9.5". Only one of the pairs will be used. For added convenience and flexibility, the legs have leveling inserts which allow them to be set to lengths ranging from: 3"-7" or 9.5"- 13.5"

Screws have been provided in the hardware bag to attach the legs to the LiteZilla frame. Pre-threaded inserts to accept the screws are already installed, and are located at the bottom of the frame.

**NEVER ATTACH THE LEGS BEFORE THE LITEZILLA IS HUNG ON THE Z-CLIP.**

# TOOLS NEEDED

Before you begin, you'll need



Stud  
finder



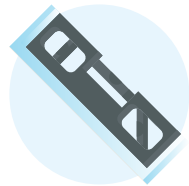
Tape  
Measure



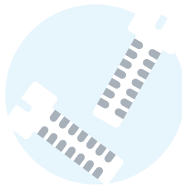
Drill with  
Phillips head



Drill bit for drilling  
metal Z-clip (in case  
new holes need to be  
drilled to hit studs)



Level



Screws (located  
in one of the  
boxes on the  
pallet)



Pencil



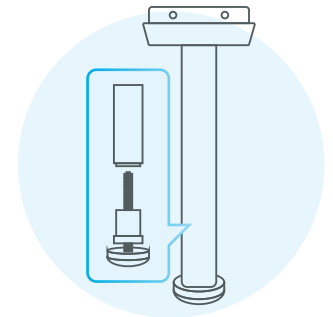
Friend



Electrical  
outlet tester



Installation  
Template (located  
on the back of the  
LiteZilla)



Metal Support legs  
(located in one of  
the boxes on the  
pallet)

1

## LOCATE THE STUDS OR WOOD BACKING IN THE WALL



2

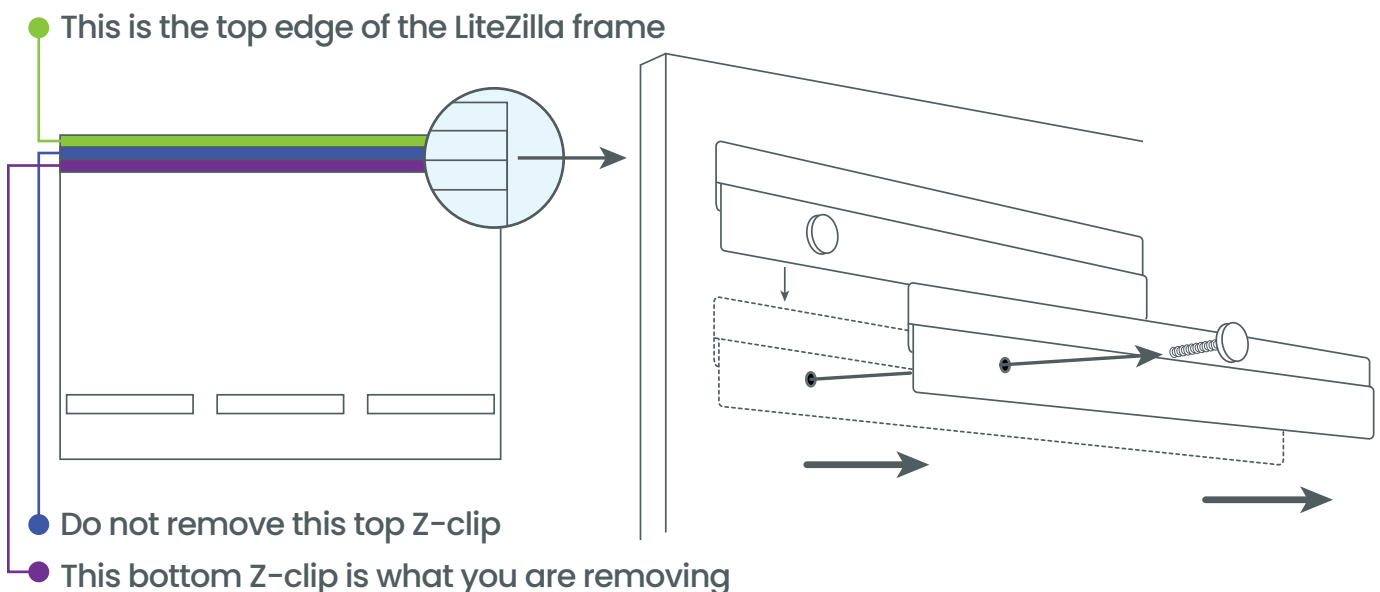
## TEST THE OUTLET TO ENSURE THAT IT IS OPERATIONAL



3

## LOCATE AND REMOVE THE BOTTOM Z-CLIP

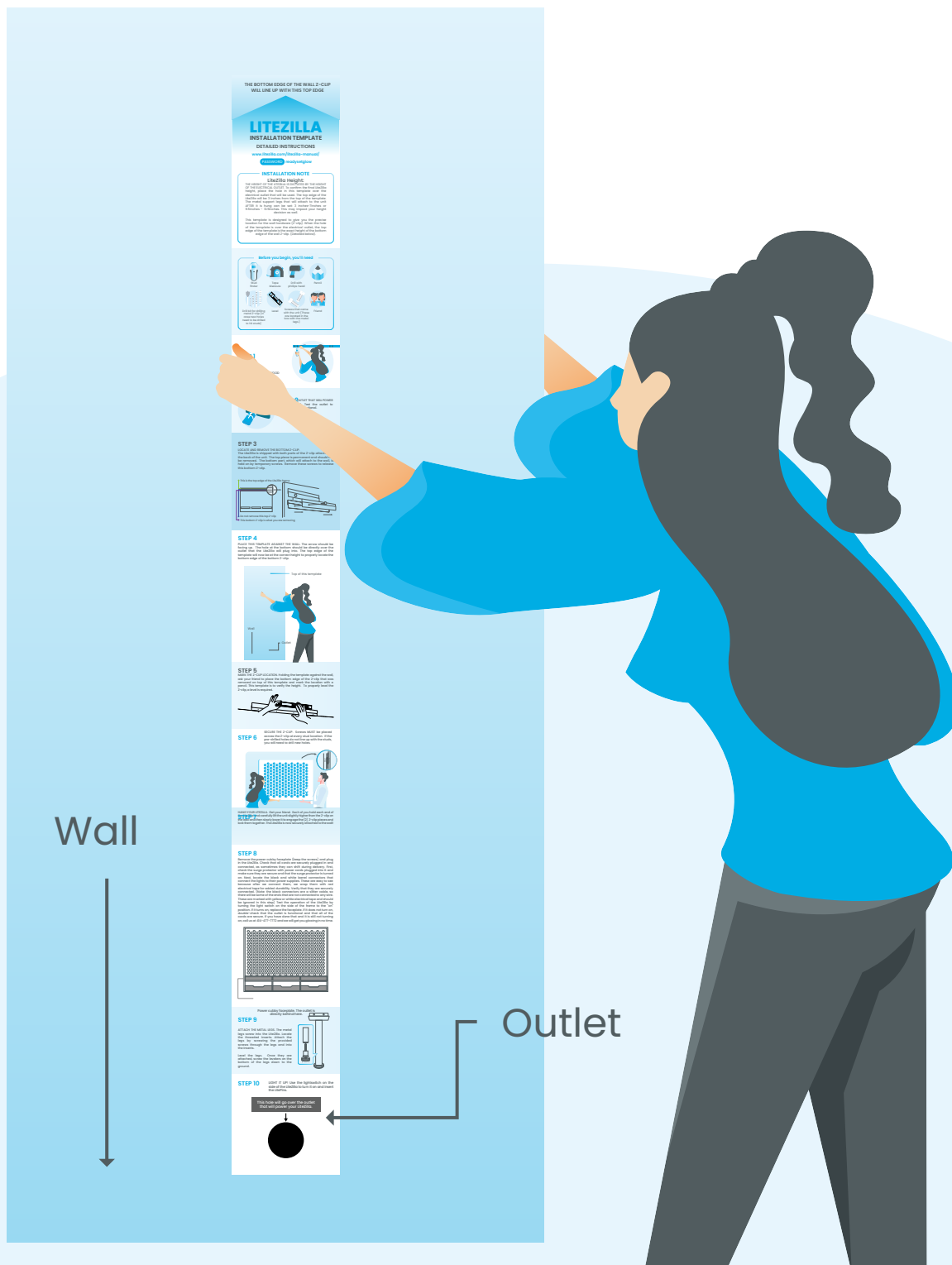
The LiteZilla is shipped with both parts of the Z-clip attached to the back of the unit. The top piece is permanent and should not be removed. The bottom part (Part 2) is held on by temporary screws. Remove these screws and discard them. The screws for attaching the Z-clip to the wall are located in the box with your hardware and support legs.



## 4

## PLACE THE TEMPLATE AGAINST THE WALL

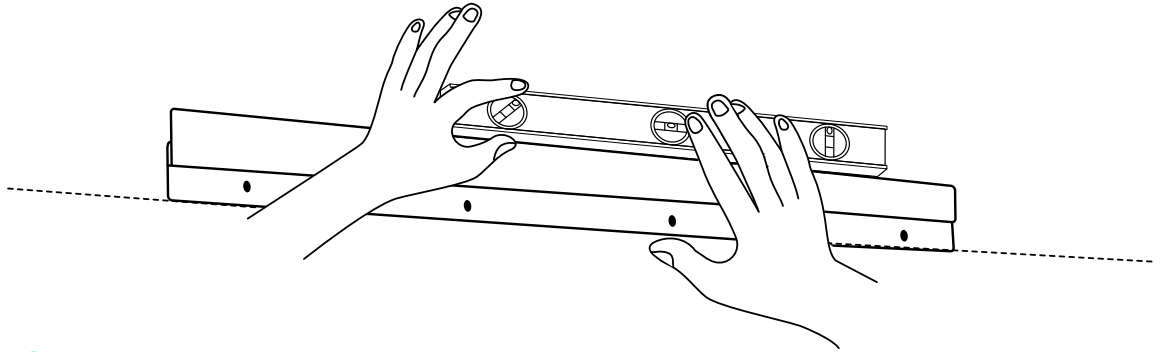
The arrow should be facing up. The hole at the bottom should be directly over the outlet that the LiteZilla will plug into. The top edge of the template will now be at the correct height to properly locate the bottom edge of the bottom Z-clip. Use a pencil and mark this location.



5

## MARK THE Z-CLIP LOCATION

Place the bottom edge of the Z-clip on the pencil mark. Use a level to properly level the Z-clip.



6

## SECURE THE Z-CLIP

Locate the screws that shipped with the unit in one of the boxes that was on the pallet.

Screws **MUST** be placed across the Z-clip at every stud location. If the pre-drilled holes do not line up with the studs, you will need to drill new holes.



7

## HANG THE LITEZILLA

Get your friend. Each of you hold each end of the LiteZilla and carefully lift the unit slightly higher than the Z-clip on the wall. Then slowly lower it to engage the (2) Z-clip pieces and lock them together. The LiteZilla is now securely attached to the wall!

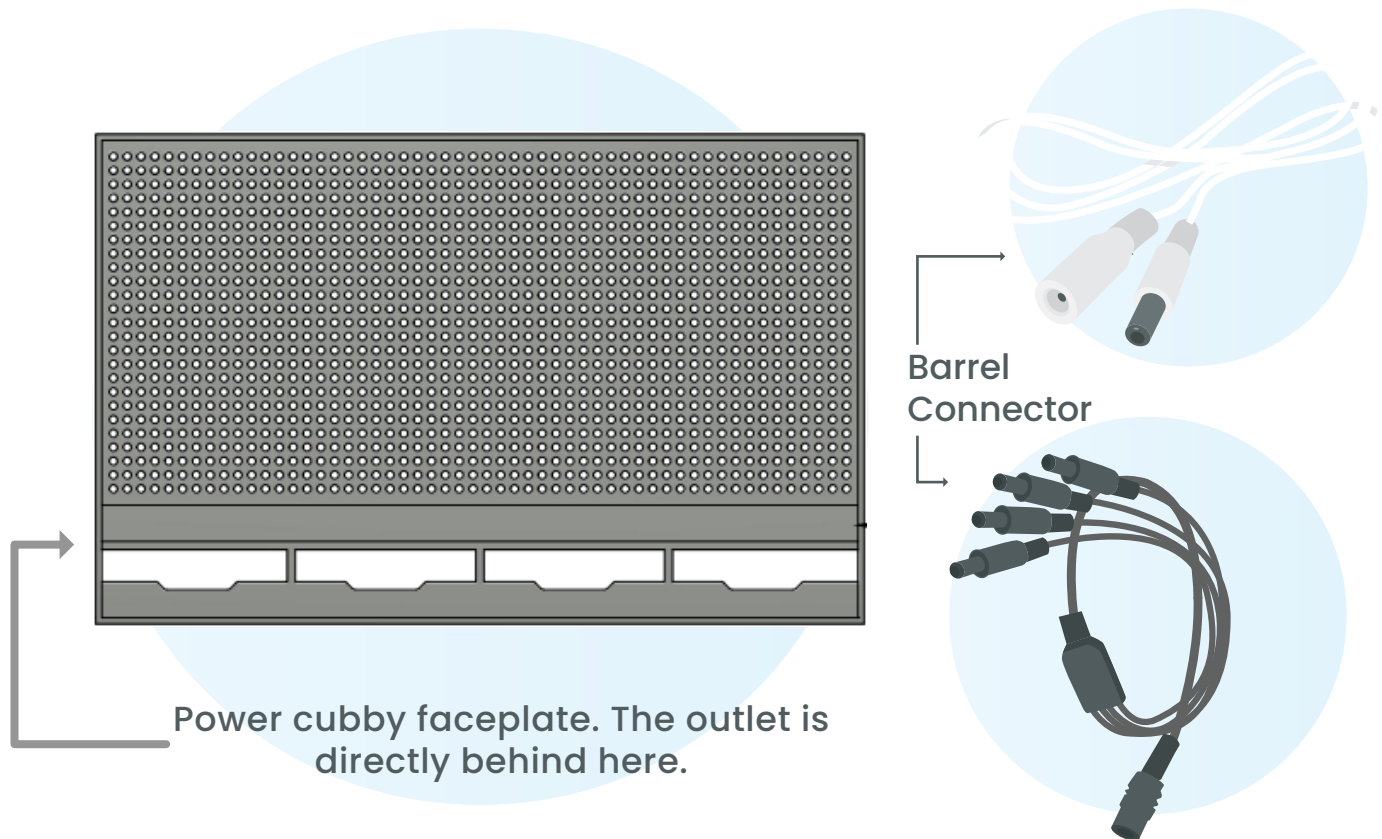




## 8

## GIVE IT POWER

Remove the power cubby faceplate (keep the screws) and put it aside. Check that all cords are securely plugged in and connected, as sometimes they can shift during delivery.



- ✓ **SURGE PROTECTOR:** Verify the power cords are securely plugged in
- ✓ **SURGE PROTECTOR:** Make sure that the surge protector is turned on
- ✓ **BARREL CONNECTORS:** Locate the black and white barrel connectors that are held together by red electrical tape. Make sure they are still securely connected. (Note: the black connectors are a splitter cable and there may be some ends that are unused). Plug the LiteZilla into the wall outlet.

Next, test the operation of the LiteZilla by turning the light switch on the side of the frame to the "on" position. If both the backlights and bin lights turn on, replace the power cubby faceplate. If a light does not turn on, double-check that the outlet is functional and that all of the cords are secure. Also, make sure that the outlet is not a switched outlet that is attached to a light switch that is turned off. If you are still having trouble, call us at 414-477-7772 and we will get you glowing in no time.

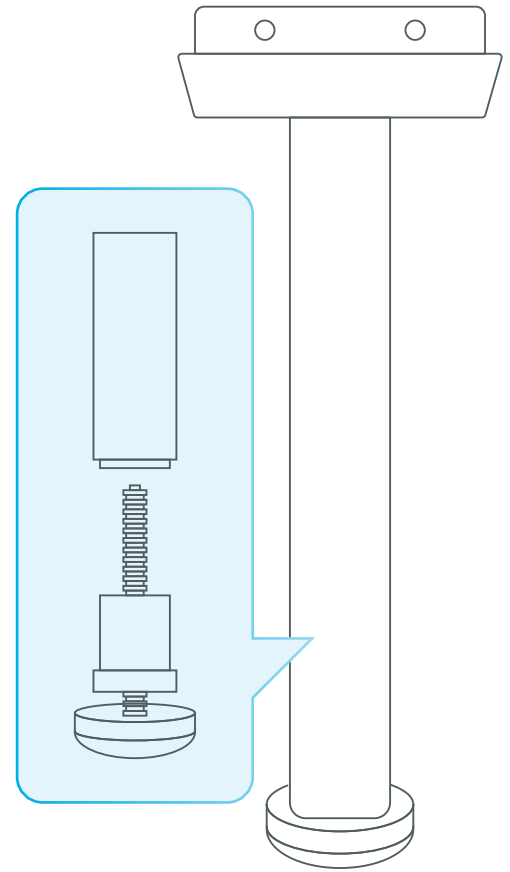
9

## METAL LEGS

The LiteZilla ships with two pairs of metal support legs – in lengths of 3" and 9.5". Only one of the pairs will be used. The legs have leveling inserts which allow them to be set to lengths ranging from: 3"-7" or 9.5"-13.5"

After you select the correct leg length to use, push the leveling inserts securely into the bottom of each leg. Screw the leveling feet all the way up so there is little to no screw threads showing. Locate the screws in the hardware bag and the threaded inserts at the base of the LiteZilla. Attach the legs to the frame by screwing the screws into the inserts. Lastly, unscrew the leveling feet down from the legs so that they come in contact with the floor.

NEVER ATTACH THE LEGS BEFORE THE LITEZILLA IS HUNG ON THE Z-CLIP.



10

## LIGHT IT UP!

Use the lightswitch on the side of the LiteZilla to turn it on and insert the LitePins.

11

## YOU DID IT! GIVE YOUR FRIEND A HIGH-FIVE FOR HELPING YOU OUT.

Take a photo of your amazing work and send it to your friends at LiteZilla!

# CLEANING AND SANITIZING

## LITEZILLA

The LiteZilla HDPE front grid is surgical grade plastic. The LiteZilla frame can be made of the same surgical-grade HDPE or out of wood. When it is made out of wood, the wood is coated in a 2-part catalyzed urethane. Because of this, the grid and frame (no matter if HDPE or wood) can both be cleaned with medical-grade cleaners without any concern of impacting the integrity of the materials.

### THE LITEZILLA CAN BE CLEANED IN (2) WAYS

- ✓ **FOR LIGHT CLEANING:**  
Use a damp cloth to remove dust and dirt
- ✓ **FOR DEEPER SANITATION:**  
Use a Medical grade disinfectant wipe and clean the front grid, frame, and LitePin bins

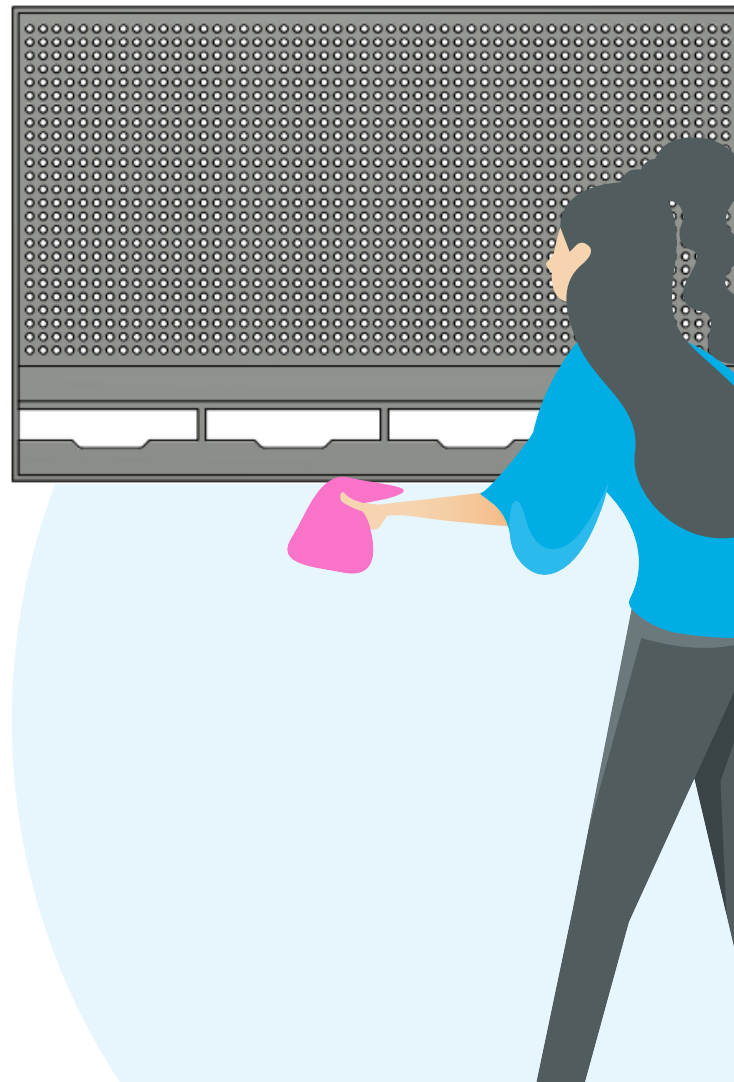
## LITEPINS

### FOR LIGHT CLEANING

- ✓ Wipe the LitePins with a sanitizing wipe.

### FOR DEEPER SANITATION

- ✓ Prepare a solution of dishsoap, water, and bleach. Soak the LitePins in the solution. Use a rag to wipe them down. Remove and place them on a clean towel to dry. **or**
- ✓ Place the LitePins in a dishwasher. Using a flatware tray in a commercial dishwasher is ideal. If the only dishwasher available is a residential model, be sure to place the rods in a dishwasher safe basket or bag, and run the cycle on a high-heat setting.



# LIFETIME TECHNICAL SUPPORT

If you have any questions or concerns, call or email us. Need help with the installation? We can do a video chat and walk you through it. We are happy to assist you in any way.

**E: [info@LiteZilla.com](mailto:info@LiteZilla.com)**

**P: 414-477-7772**

# LITEZILLA, LLC TERMS AND CONDITIONS FOR THE SALE OF GOODS

## 1. APPLICABILITY

- a** These terms and conditions of sale (these “Terms”) are the only terms which govern the sale of the goods (“Goods”) by LiteZilla LLC (“Seller” or “LiteZilla”) to the buyer named on the reverse side of these Terms or in the accompanying Sales Confirmation (“Buyer” or “you”). Notwithstanding anything here in to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- b** The accompanying quotation, proposal and/or invoice (the “Sales Confirmation” and these Terms (collectively, this “Agreement”), comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

## 2. SHIPMENTS; DELIVERY; TITLE AND RISK OF LOSS

- a** We will arrange for shipment of the products to you. Please check the Sales Confirmation for specific delivery options. Delivery shall be made FOB Origin [N78W7920 Topview Trail, Cedarburg, WI 53012-3406]. You will pay all shipping and handling charges specified during the ordering process.
- b** Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments or damage incurred during shipment.

## 3. RETURNS AND REFUNDS.

LiteZilla products are non-refundable, notwithstanding Section 5 (Inspection and Rejection of Nonconforming Goods) below. You are permitted to amend or alter your Sales Confirmation within fourteen (14) days following your acceptance of the Sales Confirmation. Any proposed amendment or alteration must be submitted in writing via email to [info@litezilla.com](mailto:info@litezilla.com).

## 4. AMENDMENT AND MODIFICATION

These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

## 5. INSPECTION AND REJECTION OF NONCONFORMING GOODS

- a** Buyer shall inspect the Goods within five (5) days of receipt (“Inspection Period”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. “Nonconforming Goods” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents.

- b** If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located in Cedarburg, WI. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods.
- c** Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

## 6. PRICE

- a** Buyer shall purchase the Goods from Seller at the price(s) (the "Price(s)") set forth in the accompanying Sales Confirmation.
- b** All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets

## 7. PAYMENT TERMS.

- a** Buyer shall pay the Price in accordance with the noted and agreed upon payment terms located in the Sales Confirmation. Buyer shall make all payments hereunder in accordance with the Sales Confirmation.
- b** Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights here under), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice there of.
- c** Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

## 8. LIMITED WARRANTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY CAN ALSO BE FOUND AT [WWW.LITEZILLA.COM/WARRANTY](http://WWW.LITEZILLA.COM/WARRANTY) AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCTS.

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCTS PURCHASED FROM LITEZILLA WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. OUR RESPONSIBILITY FOR DEFECTIVE SERVICES IS LIMITED TO REPAIR, RE-PERFORMANCE OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR SUPPLIERS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

**a WHO MAY USE THIS WARRANTY?**

This limited warranty extends only to the original purchaser of products and services from LiteZilla. It does not extend to any subsequent or other owner or transferee of the product or any transferee or other beneficiary of the service.

**b WHAT DOES THIS WARRANTY COVER?**

This limited warranty covers during the Warranty Period (as defined below) defects in materials and workmanship in products purchased from LiteZilla.

**c WHAT DOES THIS WARRANTY NOT COVER?**

This limited warranty does not cover any damages due to:

(i) transportation; (ii) storage; (iii) improper use; (iv) failure to follow the product instructions or to perform any preventive maintenance; (v) modifications; (vi) combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by LiteZilla; (vii) unauthorized repair; (viii) normal wear and tear; or (ix) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

**d WHAT IS THE PERIOD OF COVERAGE ?**

This limited warranty lasts for two (2) years (the "Warranty Period") as of the Shipping Date. The Warranty Period is not extended if we repair or replace a warranted product or re-perform a warranted service. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

**e WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY ?**

With respect to any defective products during the Warranty Period, we will, in our sole discretion, either: (i) repair or replace such products (or the defective part) free of charge or (ii) refund the purchase price of such products. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective products.

**f HOW DO YOU OBTAIN WARRANTY SERVICE ?**

With respect to any defective products during the Warranty Period, we will, in our sole discretion, either: (i) repair or replace such products (or the defective part) free of charge or (ii) refund the purchase price of such products. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective products.

**9. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. (b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.



## 10. INDEMNIFICATION.

- a Buyer covenants and agrees that it shall defend, indemnify and hold Seller and all of its officers, agents and employees (each a, "Seller Indemnitee") harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, including employees of Buyer, or property or both, arising out of or in connection with Buyer's performance of the Agreement or in connection with the use of the Goods, to which Seller or any of its officers, agents or employees may be subject or put by reason of any act or omission on the part of Buyer, or any of its officers, agents and employees. Buyer shall not be liable under this section for damage to persons or property directly caused or resulting from the sole negligence of Seller, or any of its officers, agents or employees.
- b In the event any suit or other proceedings for any claim, loss, damage, cost, charge or expense covered by Buyer's foregoing indemnity should be brought against any Seller Indemnitee, Buyer hereby covenants and agrees to assume the defense thereof and defend the same at Buyer's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by or obtained against any Seller Indemnitee in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of Seller in such suits or other proceedings, Buyer shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

## 11. COMPLIANCE WITH LAW.

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

## 12. TERMINATION.

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Seller may also terminate this Agreement for any reason by providing Buyer with thirty (30) days' written notice of its desire to terminate the Agreement.

## 13. CONFIDENTIAL INFORMATION.

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

## 14. WAIVER.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## 15. FORCE MAJEURE.

The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## 16. ASSIGNMENT.

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

## 17. RELATIONSHIP OF THE PARTIES.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

## 18. NO THIRD-PARTY BENEFICIARIES.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

## 19. GOVERNING LAW AND JURISDICTION.

All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

## 20. DISPUTE RESOLUTION.

- a** YOU AND LITEZILLA ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION
- b** The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 20. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778- 7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

- c** You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR LITEZILLA WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

## **21. NOTICES.**

- a** To You. We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) letter mailed to the shipping address you provide. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.
- b** To Us. To give us notice under these Terms, you must contact us as follows: (i) by e-mail to [info@litezilla.com](mailto:info@litezilla.com) or (ii) by personal delivery, overnight courier or registered or certified mail to: LiteZilla LLC, N78W7920 Topview Trail, Cedarburg, WI 53012. We may update the e-mail address or physical address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

## **22. SEVERABILITY.**

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **23. SURVIVAL.**

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.