

Terms & Agreements for Authorized AMP® Professionals

1. Definition and Terminology of an Authorized AMP® Professional (AMP® Pro)

An Authorized AMP® Professional is an individual authorized by AMP® Lighting to purchase and install AMP® Lighting products. The shortened name, 'AMP® Pro' is also acceptable. In the same way, the company, 'AMP® Lighting' may be shortened to 'AMP®'.

2. Authorized AMP® Professional Program

The AMP® Pro Program was created to establish an authorized reseller designation. An AMP® Pro is authorized to purchase AMP® Lighting products at wholesale prices and to resell them to his or her customers. The authorization process is undertaken to ensure that each candidate has the skills and experience to undertake landscape lighting design and installation. The authorization process also involves consideration of other factors.

In the case of lighting specifiers, architects, purchasing agents and other professionals not involved in the on-site design and installation, AMP® Pro authorization will be evaluated on a case by case basis.

While AMP® Lighting prefers that all AMP® Pros be well-trained and use best practices in their work, it is beyond the scope of the authorization process to fully assess these factors. For that reason, AMP® Pro authorization is not meant to guarantee the services of these individuals and their companies.

3. Resellers' Pricing (MAP Policy)

All AMP® Pros are authorized to resell AMP® products to their customers without restriction; the only exception to this is the use of advertised prices. If the AMP® Pro publishes or displays the selling price of any AMP® products in print or on the Internet, then that price may not be less than the Minimum Advertised Price (MAP - as set by AMP® Lighting). The MAP price for all AMP® products is the Manufacturer's Suggested Retail Price (MSRP - also known as List Price).

4. AMP® Lighting Disclaimers Regarding AMP® Professionals

AMP® Lighting is not responsible (nor liable) for the actions (or result of actions) of any authorized AMP® Pro. Homeowners and other end users accept full responsibility for the selection and contracting process. The status of being an authorized AMP® Pro carries no guarantee of suitability, so homeowners and end users are encouraged to check relevant evidence to best predict a successful outcome.

If AMP® Lighting refers one or more AMP® professionals to homeowners or other end users, these referrals may be solely based on locality and should not be considered as an endorsement for work quality; again, it is up to the homeowner or end user to assess suitability. AMP® Lighting does not get involved in disputes between homeowners and AMP® Pros. The outcomes of such disputes may or may not affect the authorization status of the AMP® Pro.

In the same way, while AMP® Lighting may refer homeowner projects to specific AMP® Pros, AMP® Lighting is not responsible (nor liable) for the actions (or result of actions) of these referrals. It is the responsibility of AMP® Pros to follow due diligence in evaluating the suitability of any potential clients and projects.

If an AMP® Pro is engaged in any contractual agreement (such as with a franchise company) that affects his or her doing business with AMP® Lighting, it is the sole responsibility of the AMP® Pro to act in compliance with such contracts. AMP® Lighting's policy is to respect the AMP® Pro's contractual obligations. AMP® Lighting shall not be held responsible if the AMP® Pro chooses to violate such contracts.

5. AMP® Lighting Referrals

Regarding project referrals, AMP® Lighting may refer projects to AMP® Pros but is not required to do so. The decision-making process for making such referrals is confidential. AMP® Lighting is not required to inform AMP® Pros as to why referrals have been made or why they have not been made.

6. AMP® Lighting Authorization Rights

AMP® Lighting reserves the right to grant, deny, withdraw, or reinstate authorization to any person or company for any reason. AMP® Lighting does not discriminate based on race, color, national origin, age, disability, sexual preference, gender, or religion.

AMP® Lighting may communicate (to the professional) reasons for the above actions (grant, deny, withdraw, or reinstate authorization), but is not required to do so.

7. Privacy Rights

AMP® Lighting may communicate to any person, company, or entity the authorization status of individuals who are currently authorized. Such communication may include contact information that AMP® Pros have provided to AMP® Lighting.

AMP® Lighting will not (as a general practice) reveal the names of individuals who have been denied authorization, but AMP® Lighting can not be held responsible (nor liable) if that information becomes known to any person or to the general public.

AMP® Lighting will honor requests for non-disclosure of contact information to the extent that AMP® Lighting can honor such requests.

7. Non-Disclosure Agreement

The authorized AMP® Pro (both current and former) agrees to keep confidential any information that AMP® Lighting deems restricted to AMP® Pros. This includes (but is not limited to) wholesale prices, password-protected website content, and other information not accessible to the public.

When disclosure of AMP® pricing and/or documents are deemed necessary for business purposes, such disclosures will be evaluated by AMP® Lighting on a case by case basis.

8. Guidelines for Content on AMP® Pros' Websites and Promotional Materials

Authorized AMP® Pros are strongly encouraged to display one of the "Authorized AMP® Pro" logos on their company websites and promotional materials. The AMP® Pro must use the code and artwork provided by AMP® Lighting, and sign, and follow guidelines set forth in the document, "Guidelines & Agreements for the Use of VOLT® & AMP® Media." Before an AMP® Logo or AMP® artwork can be applied to a website or promotional material, AMP® Lighting may require a preview image that shows the proposed appearance and placement of the logo or artwork. AMP® Lighting reserves the right to grant, deny, withdraw, or reinstate permission to use its logo or artwork.