

## LUMASCAPE USA INC. - TERMS & CONDITIONS

Payment Terms for Lumascope USA Inc. For account customers: 1% cash discount will be allowed on invoices paid within 10 days, otherwise terms are Net 25. Non account customers are required to pay prior to dispatch and a deposit may be required.

### **FREIGHT ALLOWANCE**

All orders for Lumascope product having a distributor price of \$4,500 or more for one consignee for one release qualify for freight allowance. Split shipments will incur freight charges based on method specified by customer. The total value of the order including freight charges will be invoiced at the time of the first shipment. All Lumascope orders having a distributor price less than \$3,500 will be assessed freight and handling charges. Minimum order is \$250.00. Lumascope product orders may be combined to qualify for freight allowance. All shipments are F.O.B. our Plant. Title passes to purchaser upon delivery by us to the carrier. Purchaser has legal responsibility to file transportation claims for damage/shortage with the carrier. See TRANSPORTATION CLAIMS below.

### **ALL SHIPMENTS**

For orders that qualify for freight allowance, we reserve the right to select the carrier and to route shipments at our discretion. Freight allowance is only provided as ground freight to a continental US address, excluding Alaska. We will ship in the manner selected by the customer provided the customer assumes any additional transportation costs.

### **TRANSPORTATION CLAIMS**

Our equipment is tested for malfunctions and defects prior to shipping. Title passes to purchaser upon delivery by us to the carrier, and all claims for damages or shortages in transit shall be made by purchaser with the delivering carrier. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from the consignee to Lumascope Lighting.

### **PACKAGING**

Lumascope reserves the right to optimize packaging at its discretion. Some products may only be available in bulk package multiples or case quantities.

### **PRICES**

Prices are subject to change without notice. In the event of a price increase, all accepted orders on hand will be filled at lower prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Special quoted orders that cannot be released for shipping prior to the price increase may be subject to an increase in price. Minimum billing for all product or parts orders is \$100 net. Prices do not include lamps unless so specified. Prices exclude all taxes.

### **RETURNS**

Returned goods are subject to a 30% restocking fee plus all freight charges associated with the order including original outbound freight. For a partial return, freight will be charged by calculating the return value as a percentage of the original order. No goods will be accepted for return that are not in original undamaged unopened packaging. No returns will be accepted after 120 days of the original shipping date. Custom units are not returnable. All returns must be authorized by Lumascope; failure to get authorization will result in further freight costs and non-acceptance of the returned goods at Lumascope's dock.

### **SERVICE AREA LIMITATION**

The company reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the distributor.

### **LIMITED WARRANTY**

Lumascope Lighting warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period as follows:

One (1) year from the date of shipment on all electrical components except lamps and ballasts.

One (1) year from the date of shipment on aluminum products.

Five (5) year structural from the date of shipment on copper and submersible products

Ten (10) year structural from the date of shipment on Stainless Steel inground products.

All warranty is voided if the product is modified without the express written approval by Lumascope. For Lamp and ballast warranty refer directly to the lamp or ballast manufacturer. All installations of Lumascope products must reflect local and state or provincial electrical code requirements and will remain entirely the responsibility of the installer. All costs or modifications required for local particularities and requirements are the installer's or the buyer's responsibility.

Our warranty liability extends only to the repair or replacement of the defective part. Claims for labor charges for correction of the defect by repair or replacement will not be honored by Lumascope Lighting unless prior written authority has been granted. Lumascope's liability does not extend to damages that result from deliveries that do not meet or occur within a customer's specified delivery time frame or for any delay or default resulting from any cause, including, without limitation, embargoes; shortages of labor, raw materials, or fuel; fires, floods; accidents; acts of war; or other similar causes outside of our control. Any claims for defective ballasts or lamps found to be in warranty should be made directly to the ballast or lamp manufacturer through their local service center or their field representative. Lumascope is not responsible for any costs or expenses, including without limitation any labor charges for replacement of defective lamps or ballasts. Any such costs are the responsibility of and must be authorized by the lamp or ballast manufacturer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. LUMASCOPE MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND LUMASCOPE LIGHTING EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF LUMASCOPE HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

#### **LIMITATION OF LIABILITY**

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to Lumascape's products. The total liability of Lumascape on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Lumascape's performance or breach of the foregoing limited warranty or from Lumascape's sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. IN NO EVENT SHALL LUMASCAPE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, AND TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY).

#### **PLANS & SPECIFICATIONS**

The term "per plans and specifications" is not acceptable to Lumascape. Lumascape only accepts orders on the condition that material will be furnished in accordance with our specification sheets or submittal drawings if any, subsequent to approval of our drawings by the proper authorities. For applicable projects Lumascape's receipt of approved copies of submittal drawings, including corrections or changes thereto, shall constitute the purchaser's approval of those drawings. Lumascape is not responsible for any plans or specifications that are not included in the approved, accepted drawings themselves.

#### **CANCELLATION CHARGE**

Orders for Warehouse stocking items may be cancelled prior to shipping without charge. All other orders may not be cancelled unless we are reimbursed for work already performed and for special material purchased by our company. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to the customer.

#### **GENERAL**

Lumascape's price sheets are not offers to sell, and possession of a price sheet does not entitle one to purchase. Lumascape shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Specifications are subject to change without notice. The compliance of our product to individual project specifications and/or local ordinance or the approval for their use is not warranted by our company. If purchaser does not pay the purchase price within the time periods set forth above, Lumascape reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Lumascape Lighting is collected by, or attempted to be collected by, a third party collection agent, Lumascape Lighting shall be entitled to recover all collection expenses, including attorney's fees.

#### **ACCEPTANCE**

Acceptance of orders can be made only at our Plant for warehouse orders on the basis of these terms and conditions of sale. Lumascape will not accept orders that require customer furnished components.

#### **ENTIRE AGREEMENT**

Except as expressly agreed in writing signed by Lumascape Lighting, the terms and conditions stated above shall constitute the entire sales agreement between Lumascape and the purchaser. Any contrary or additional terms or conditions submitted by the purchaser (other than the description of the products being ordered and the requested quantities and shipping location contained in purchaser's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgment of and agreement with these

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Lumascape Lighting reserves the right to change these Terms and Conditions of Sale without notice.