

LUMUX

Terms & Conditions

General

These General Terms and Conditions of Sale (the “Terms”) apply to the sale of all products (“Products”) sold by Lumux Lighting, Inc. (“Lumux” or “Seller”) to the party purchasing such Products (“Buyer”). All quotations issued by Seller and all orders placed by Buyer are subject only to these Terms, to the exclusion of any other terms, whether in verbal, written or other form. The buyer's acceptance of the provisions of Lumux Lighting, Inc's Terms and Conditions as recited herein shall be conclusively presumed on Buyer's placement of order with Seller or Seller's appointed Sales Agencies.

Offers & Orders

All orders must include a formal Purchase Order (PO) from Buyer. All offers made in any form remain non-obligatory. No contract for the sale of Products shall be binding on Seller until confirmed in writing to Buyer, and any order of Buyer shall only become binding on Seller once confirmed in writing by Seller. In no event will verbal promises or arrangements made by or with Seller's personnel or representatives bind Seller unless confirmed in writing by Seller.

Prices

Prices are in US dollars. Prices are subject to change without notice. Price preservation will be provided for a period of **ninety (90) days** from date of quotation from Seller or Seller's agents. In the event of a price increase, all accepted orders that have been confirmed by Seller will be shipped at the original prices. Prices are exclusive of sales, use, excise, or similar taxes unless otherwise noted. Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. All additional administrative costs are at Buyer's cost.

Terms of Payment

Invoice payment terms are **Net 30 days** from the Invoice Date, pending prior credit approval. A service charge of 1.5% per month (or if such rate exceeds the maximum lawful rate, then such maximum lawful rate) shall be assessed on all past due payments. All open accounts past due by 30 days or more shall be termed as pay-in-advance accounts. Should it become necessary for Seller to institute formal collection proceedings to collect any past due amounts from the Buyer, Seller shall be entitled to recover its attorney's fees and other costs associated with the proceedings. If Buyer is in arrears with payment of any amount due, Seller shall be entitled to cancel or postpone delivery of Products ordered at its sole discretion. In the event that Buyer enters dissolution or bankruptcy proceedings (whether voluntary or involuntary), or if liquidation proceedings are commenced against Buyer, all amounts due by Buyer to Seller shall immediately become due and Seller may elect to cancel any outstanding orders.

Freight

Freight is prepaid and allowed on all shipments of products for orders over \$5,000.00 USD, excluding freight, overage, or fees. For orders less than \$5,000.00, shipping and handling costs will be billed to the Buyer.

All shipments will be made ground freight via carrier selected by the Seller; however, special instructions will be followed if Buyer assumes transportation charges. If expedited freight or delivery is requested and/or required by Buyer, all expediting costs will be billed to and are the responsibility of Buyer, unless otherwise agreed to and authorized by Seller in writing.

Seller shall not be responsible for any expediting freight fees, including any differences between initially quoted freight costs and final prevailing rates at the time of shipment. Partial shipments will only be made at Seller's own discretion. If partial shipments are requested by Buyer on orders qualifying as freight allowed, Buyer will be billed for freight on the first shipment, and Seller will be responsible the subsequent shipment (unless otherwise agreed to by Seller in writing). Seller will separately evaluate partial shipment requests on large orders requiring releases in multiple phases.

Claims & Title

Shipments should be inspected by the Buyer immediately upon receipt for transportation loss or damage and any necessary claim reported immediately to Seller. **All claims must be made within ten (10) days of receipt of shipment.**

The carrier assumes all responsibility for safe delivery. Buyer must not reject or return any shipments, unless directed to do so by Seller. For shipments that are freight allowed by Seller, all claims for loss or damage in transit must be made by freight broker (3PL) to carrier. Where Buyer arranges prepaid freight or specifies carrier, Buyer must file any claims directly with the carrier. Seller is not responsible for freight costs, including expediting fees, in excess of initial freight allowance for replacing products damaged in transit.

Title to all Product shall pass from Seller to Buyer upon shipping.

Warranty

All Lumux Lighting, Inc's lighting fixtures feature a **5-year warranty** ("Warranty Period") on materials, not to exceed the initial cost of the product.

Seller warrants for the Warranty Period that products made by it and sold through its authorized sales agents and their distributors are free from defects in material and workmanship. In the event of any defect, Seller's sole obligation is expressly limited to repair or replacement, without charge, at Seller's factory after prior written return authorization has been granted. Seller is not responsible for damages due to improperly packing and shipping returned materials to Seller. In no event shall Seller's obligation under this Warranty extend beyond the initial cost of the product and accordingly, any incidental or consequential damages arising out of the defect therein are expressly excluded.

This Warranty Period shall commence on the date of shipment of the relevant products from Lumux and will not be extended by any warranty claims, repairs, or replacements. The Warranty shall only be extended to the original purchaser of the products and/or to the first purchaser who is the end user of the products. Lumux is not responsible for any auxiliary equipment or third-party products not supplied by Lumux. All current and applicable industry standards will be applied when determining if a product has failed including, but not limited to, lumen maintenance, color maintenance, diffuser discoloration, or finish deterioration.

Exclusions

This Warranty shall not apply to damages caused by: (a) force majeure, (b) negligence, misuse or improper use of the products, (c) faulty installation including poor electrical connections, (d) installation and/or operation not in accordance with supplied instructions, National Electric Code (NEC), applicable federal, state and local electrical codes, applicable safety standards issued by the Underwriters Laboratory (UL), as well as the UL's Conditions of Acceptability, (e) negligence by any party other than Lumux. Moreover, this Warranty shall not apply if: (a) any original Lumux label or marking was partially or completely removed, covered, or altered, (b) the product may have been subject to unauthorized repair, opened, tampered with, taken apart or otherwise modified, (c) the unit had, at some time prior to the claim, not been fully paid for, or had otherwise be connected with Buyer's breach of Lumux's General Terms and Conditions of Sale, (iv) Buyer is in arrears to Lumux.

Installation

Buyer is solely responsible for the correct and safe installation of Products purchased. In no event will Seller be held responsible or liable for any damages or loss due to incorrect or unsafe installation of the Products, including without limitation installation that does not conform to all applicable instructions, laws, codes and best practice, nor for any tampering with the Products, Product label or documentation, and/or misuse of the Products.

Product Returns

Authorization must be obtained from Seller prior to returning Products. Products must be returned in the original factory cartons. Upon receipt of the returned Products, a 45% restocking fee will be assessed.

Force Majeure

Seller shall not be liable for any delays or other inability to meet its obligations under any purchase order as a result of circumstances beyond its reasonable control (“Force Majeure”). During the period of Force Majeure, Seller has the right to either continue to perform or dissolve the affected order in whole or in part.