

Terms and Conditions of Sale

Lumenwerx manufactures its luminaires to exact specifications. We warranty that our luminaires will be free of defects in workmanship and materials. Lumenwerx also reserves the right to modify this warranty at any time. Due to advances in technology, replacement products may have light properties deviating from the original product. This warranty is valid only to the original purchaser.

- **All LED luminaires are delivered with a 5-year/five-year warranty against defects in materials and workmanship that would cause operational failure of the luminaire, provided the following:**
 - a. The fixture must have been purchased either directly from Lumenwerx or through one of its authorized representatives.
 - b. The fixture has been installed and operated within the parameters set forth on the specification and installation guide related to that fixture. The warranty shall be deemed voided if the fixture is modified, installed incorrectly or operated in unsuitable environments.
 - c. This warranty coverage is limited to only the materials provided. Lumenwerx shall not be responsible for labour and other charges that can be deemed to be associated with or the result of this warranty coverage.
 - d. This warranty does not cover labor or equipment to remove and install fixtures or failed components. Depending on the nature of the warranty claim Lumenwerx may be required to send replacement fixtures. Should the fixture no longer be available the client will have the option for a similar replacement fixture. It shall be at the sole discretion of Lumenwerx to decide if replacement parts or fixtures are being provided.
 - e. Drivers are covered under the manufacturer's warranty.
 - f. All requests for warranty coverage must be pre-approved by Lumenwerx. Lumenwerx shall not accept any charge for repairs, labour or any other related costs without prior written approval. When applicable, Lumenwerx reserves the right to execute any warranty coverage work directly.
- **Non-LED luminaire Warranty**

Non-LED products (excluding lamps and ballasts) manufactured by Lumenwerx are guaranteed against defects in material or workmanship for a period of 1 (one) year from date of shipment from factory

 - a. Drivers, ballasts and lamps (herewith known as "*components*") are covered under the warranty of their specific manufacturer as well as all other components used by Lumenwerx were the component is covered by the manufacturer's warranty. Any and all claims resulting from defective components must be made directly to the service centers of the respective component manufacturers.
 - b. Lamps are supplied by others, unless noted in writing. If lamps are supplied by Lumenwerx, no responsibility or liability is assumed by Lumenwerx with regards to damage or breakage to either the lamp or the fixture which may occur during transit.

► (T) 514-225-4304

► (F) 514-931-4862

► (W) www.lumenwerx.com

► 3737 Cote Vertu, St. Laurent, QC, Canada H4R2C9

- **Payment Terms**

All orders are subject to credit approval. All invoices must be paid in full within 30 days from date on invoice. Late payments will be subject to a 2% service charge per month. Delivery and manufacturing of an order on the part of Lumenwerx is contingent on material availability and approved shop drawings. Invoices must be paid in full for the warranty to be valid.

- **Quotations**

Prices on quotation are valid for 30 days from the date of quote. Quoted price are valid for the specific project based on quantities, location, and terms shown. Changes or modifications to the order may require a revision to the quote.

- **Pricing**

Pricing is subject to change without notice. Orders placed on hold or delayed longer than 6 (six) months from date of quote will need to be requoted. Pricing is only valid when provided directly from LumenWerx.

- **Order Acknowledgement and Acceptance**

Orders received and accepted by Lumenwerx will be acknowledged by Lumenwerx by way of written receipt of order approval.

- **Cancellations**

All orders in-house with client-approved shop drawings are confirmed orders and, as such, cannot be cancelled without incurring a cancellation fee based upon materials and labor. Orders requiring custom parts may incur additional cancellation charges.

- **Shipment Dates**

While Lumenwerx strives to meet all deadlines, shipment dates are only an estimate and should not be considered a guaranteed shipping date. Lumenwerx shall not be held liable for any penalties or chargebacks based on actual shipment date or delays in shipping. Orders are not cancelable or returnable due to delays in shipping dates.

- **Returns – RGA & restocking fees**

Returned Goods Authorization (RGA) are subject to approval and must be obtained from Lumenwerx prior to any return. Merchandise returned without an authorized RGA number will not be accepted. Custom fixtures are non-returnable. If a return is authorized, it is subject to a minimum restocking charge of 50% of the original net price. All returned materials must be in their original factory packaging and in resalable condition. All freight and shipping charges associated with returned goods are the responsibility of the client and may not be charged to Lumenwerx under any circumstances.

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- **Freight Terms**

All deliveries are F.O.B. factory. Freight will be pre-paid by Lumenwerx on all shipments with a value of \$5,000.00 net. \$5,000.00 net is based upon the net value of the shipment, not the net value of the order. Pre-paid freight is valid within the continental United States and Canada. Prepaid freight is not valid on shipments with a final destination in Alaska, Hawaii, Yukon, Nunavut or the Northwest Territories. Please contact the factory regarding these destinations in addition to international shipments. Additional charges will apply for partial, express or dedicated shipments.

- **Claims**

Any damages to products shipped by Lumenwerx must be reported to the transportation company and to Lumenwerx at the time it is received. The ownership of goods transfers to purchaser at the time of pick up in Montreal, Quebec. Any claims due to damage or failure in shipment, in addition to any claim of short shipment must be made to the transportation company directly. Any claim regarding missing parts, quality issues or damage in manufacturing must be made to Lumenwerx within 15 days from receipt of goods.

- **Product Design**

All product design is the property of Lumenwerx and is subject to change without prior notice.

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