



## Standard Terms and Conditions of Sale for Luminii LLC

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To Our Valued Customer:

Luminii LLC (“Luminii” or “us”) is committed to providing its customer (“Buyer” or “you”) quality LED lighting products and customer service. The following terms and conditions apply to all orders from Luminii.

### **Payment Terms and Conditions**

Without an approved line of credit all orders with Luminii are prepaid. Orders will not be released to production until full payment is received. Luminii Corp accepts the following forms of payment: check, EFT, ACH, and credit cards (Visa, MasterCard, Discover and American Express) credit card payments are not accepted on orders over \$10,000. All orders are subject to acceptance by Luminii and are contingent upon the ability to secure the necessary material and labor.

Buyers wishing to establish a line of credit must submit a signed Luminii Corp Credit Application. The first order placed with Luminii is always prepaid. Completed applications should be faxed to the Credit Department at 224-757-7557 or emailed to [dchambers@luminii.com](mailto:dchambers@luminii.com). Approved credit terms are Net 30, credit card payments are not accepted with net 30 invoices. Finance charges in the amount of 1.75% per month (21% APR) will be applied to all invoices with a past due balance. Returned checks (NSF) are the responsibility of the buyer and are subject to a \$50 charge.

### **Order Cancellation Policy**

All confirmed orders are considered non-cancelable with the exception of power supplies and aluminum extrusions. A cancellation fee will be applied based on costs incurred by Luminii prior to our receipt of the cancellation notice. No cancellation will be considered without a formal written request from the customer.

### **Prices & Quotations**

All prices are subject to change without notice. Orders delayed or requesting shipment more than 6 months after the initial order is placed shall be subject to changes in prices. Prices quoted are subject to change when approved drawings have been received and reviewed. Quotation prices are valid for ninety days unless otherwise agreed to in writing.

### **Order Changes**

Luminii will not accept changes after it releases an order to production.

### **Design Changes**

Luminii reserves the right to change design without prior customer notification.



## Shipping Dates

Shipping dates are Luminii's estimates only and are not fixed or guaranteed in any way. Luminii shall not be responsible for any damages, penalties, chargebacks, or any other damages of any kind resulting from delayed shipments or inability to ship by a particular date. Buyer cannot return materials and cannot cancel any order as the result of shipment or delivery not occurring on an particular date.

## Freight Allowance

Deliveries are F.O.B. origins. Freight is pre-paid by Luminii on shipments of products valued at \$5,000 net, and above, to all points in the contiguous US (not including Alaska and Hawaii). Shipments of less than \$5,000 net value are subject to freight charges. Additional charges may apply for express, partial, or other shipments.

## Claims/Damages

Luminii products are inspected prior to packaging and are packed for shipment. Luminii does not assume responsibility for damage occurring in transit. Please inspect the packages upon arrival for obvious or unseen damage to avoid risking forfeiture of a freight claim. All freight claims for damages or breakage, whether obvious or unseen, must be submitted via email to [cs@luminii.com](mailto:cs@luminii.com) or faxed to Customer Service at 224-757-7557 within 48 hours of receipt.

## Return Policy

Products may be returned only with a written RMA from Luminii. Only power supplies and aluminum extrusions are accepted for returns. Requests for an RMA must be submitted via email to [cs@luminii.com](mailto:cs@luminii.com) within 30 days of product delivery. Include a description of the items you would like to return, the original order number, and the reason for return in your email. Return shipments must be prepaid and the product must be in new condition, including the original packaging. If returned products arrive damaged or used Luminii will not provide a refund, therefore, we strongly advise the customer to use an insured and trackable shipping method to return items. All returns are subject to a 20% re-stocking fee, and in order to receive credit, all items must be returned within 30 days of the RMA's issuance. There will be no charge for re-stocking or shipment of products deemed defective in or material or workmanship.

## DISCLAIMER OF WARRANTIES other than Limited Product Warranty

The only warranty Luminii provides is the Limited Product Warranty set forth below. ***THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, AND STATUTORY, ARE HEREBY DISCLAIMED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.***

## **Limited Product Warranty**

Luminii products are warranted to be free of defects in material and workmanship for a period of five (5) years from the date of shipment for indoor rated products and for a period of three (3) years from the date of shipment for outdoor, wet location rated products. A claim under this Limited Product Warranty is the Buyer's exclusive remedy for damages claimed as a result of Luminii products. Claims for defective products must be submitted in writing to Luminii's Customer Service via email: [cs@luminii.com](mailto:cs@luminii.com) within the warranty period. If a product does have a defect, Luminii's obligation is expressly limited to repair or replacement, without charge, at Luminii's facility after prior written return authorization has been granted. This warranty shall not apply to products that have been altered or improperly used. Products that require a driver or a power supply must be used in conjunction with Luminii's recommended power supply or driver to ensure safety and retain product warranty.

## **LIMITATION OF LIABILITY**

The maximum limit of Luminii's liability for or relating to any product is the price of the product. Luminii shall not be liable for any consequential, incidental, indirect, or contingent damages arising from use or failure of any product or otherwise, including but not limited to loss of use, lost profits, cost of removal, disposal, or installation of any replacement product or other product.

## **INDEMNITY**

To the maximum extent allowed by law, Buyer shall defend, indemnify, and hold harmless Luminii against any and all claims, demands, actions, suits, proceedings, costs, expenses, damages, and liability, including without limitation attorneys' fees, arising out of, in connection with, or resulting from the sale, possession, installation, use, operation, or return of the product.

## **Force Majeure**

Luminii shall not be required to furnish any products if prevented from manufacturing or delivering same by reason of any labor dispute, accident, fire, casualty, act of any government, or any other cause beyond its commercially reasonable control.

## **Interpretation and Forum Selection**

Agreements relating to Luminii products (including but not limited to these Terms and Conditions) are to be governed by the laws of the State of Illinois, excluding its choice of law rules. Any dispute relating to Luminii products shall be litigated exclusively in the County and Federal courts located in Cook County, Chicago, Illinois and in no other jurisdiction or venue. Luminii and Buyer each consent to personal jurisdiction in Illinois and waive any objection to process based upon personal jurisdiction.



### **No Additional or Different Terms**

Luminii's obligation to provide products and otherwise perform is expressly conditioned on the Buyer's acceptance of Luminii's Terms and Conditions. Luminii expressly does not accept any additional or different terms proposed by the Buyer or any other party, and notification of objection to any different or additional terms in any response from Buyer is hereby given. If Luminii is deemed to accept Buyer's offer, Luminii's acceptance is expressly conditioned on the Buyer's assent to any additional or different terms contained herein.