

Terms and Conditions of Sale (Effective Aug 2019)

GENERAL TERMS

- The following terms and conditions constitute the entire sales agreement between **LUMINIS Canada Inc. (hereinafter called LUMINIS)** and the purchaser (hereinafter called CUSTOMER). Any contrary conditions submitted by the customer shall be null and void unless accepted in writing by LUMINIS.
- It is agreed that the customer has full knowledge of the terms and conditions of sale for each transaction and has accepted them in full.
- LUMINIS reserves the right to modify, alter or discontinue any product without prior notice.
- Published material (printed or electronic) may include clerical errors; LUMINIS will not accept any responsibility resulting from printed errors.
- Quotations do not constitute a final proposal; LUMINIS may, at its convenience, review quoted prices, and reserves the right to refuse any order.
- Materials received by the customer remain the property of LUMINIS until full payment has been executed.

PRICE

- All orders are non-cancelable after release. Orders entered on hold for release are subject to a price review after 90 days. Orders entered with submittal drawings pending approval will be subject to price review if drawings are not returned and released after 90 days.

CREDIT

- **Accounts on open credit only:** Payment is due 30 days from date of invoice (Net 30).
- New accounts: minimum opening order of \$1500 is required.
- One week is required after credit information has been provided, to process credit. Orders will not be released during this time.
- C.O.D. orders: payment will be required two weeks prior shipment. 25% deposit will be required for orders above \$1000.
- All orders less than \$500 will have a surcharge of \$50.
- All orders, on open credit, paid over 60 days will have its account status changed to C.O.D. terms.
- LUMINIS may, at its discretion, require a deposit for orders of large amounts requiring a special production run of standard products.
- The customer will assume all legal costs related to the collection of unpaid invoices.

FREIGHT AND TRANSPORTATION CLAIMS

- All shipments within North America are Incoterms-2010 F.C.A factory, and all shipments outside North America are Incoterms-2010 Ex-Works factory. Title passes when delivery is made to the possession of the carrier.
- Cost of freight will be assumed by LUMINIS for all orders above \$5,000 (Set-up charges not included).
- Freight allowance is extended only to accounts on open credit.
- Customer will assume all freight costs other than the usual method and frequency determined by LUMINIS.
- Collect or prepaid freight: LUMINIS will appoint a carrier of its choice, unless otherwise requested.
- LUMINIS will refuse to allow cost of freight to any destinations not serviced by national carriers or any other destinations where cost of freight is exceeding allowed amount determined by LUMINIS. Applicable to continental mainland only.
- Customer will be responsible for all additional costs related to goods not received when delivered by the carrier.
- LUMINIS will not assume any costs resulting from delays during transportation.
- Freight is allowed on one-shipment based on one quotation for one release.
- Claims: LUMINIS will cease responsibility upon acceptance of material by the carrier. Lost merchandise, visible or concealed damaged material must be reported by the consignee within a maximum of 10 days from date of reception. LUMINIS will cooperate, but will not be responsible for lost or damaged goods in transit. LUMINIS will require full payment for shipped goods lost or damaged in transit.

DELIVERIES

- LUMINIS will not accept any responsibility resulting from uncontrollable manufacturing delays.
- Delivery dates are approximate. LUMINIS will refuse all orders showing an "On Site Date" or "Penalties for Delays".
- Release date is established only when all pertinent information have been provided allowing for complete manufacturing. Date of purchase order or date of order released do not constitute the date of release to production.

CANCELLATIONS

- LUMINIS will require a minimum of 50% restocking or up to the full amount on all orders in production.
- No returns will be allowed on shipped goods.

LIMITED WARRANTY

- LUMINIS warrants that, for a period of five (5) years from the date of shipment to the original customer at the original installed location, each product will be free

- from any defects in material and workmanship which cause the product to fail to operate in accordance with the products' performance specifications as they exist at the time of shipment.
- This limited warranty is void if (i) the product is installed improperly or otherwise not in accordance with the Luminis installation instructions and guidelines that are shipped with the product or any applicable standards or codes, such as, without limitation, those standards or codes of the National Electrical Code, the Standards for Safety of Underwriters Laboratory, Inc., or the Canadian Standards Association, (ii) the product is altered or repaired other than as authorized in writing by Luminis, (iii) the product is misused or abused, whether intentionally or not, including without limitation if the product is used at any time in an environment or operating range, or subjected to electrical values, in excess of those specified in the product's performance specifications, (iv) the product is damaged due to Acts of God, (v) the product is used in violation of any applicable standard or code for use, such as, without limitation, those standards or codes of the Standards for Safety of Underwriters Laboratory, Inc., or the Canadian Standards Association, (vi) the product is used other than as a stand-alone product (ie integrated into another lighting product), (vii) the product is damaged in transit or handling, or (viii) customer fails to fulfill all financial obligations in regards to purchase of the product.
 - LUMINIS'S obligation under this limited warranty is limited to, at LUMINIS'S option, either repair or replacement of the defective part or parts or else make available a new replacement product that will provide equal or better performance. LUMINIS'S OBLIGATIONS UNDER THIS LIMITED WARRANTY DO NOT INCLUDE ANY OTHER COSTS OR EXPENSES, SUCH AS, WITHOUT LIMITATION, ANY COSTS OR EXPENSES OF REMOVAL OR REINSTALLATION WHATEVER THE CAUSE OR HOWEVER INCURRED OR IMPOSED (FOR EXAMPLE AND WITHOUT LIMITATION, LABOR COSTS OR EXPENSES, ADMINISTRATIVE COSTS, OR REQUIREMENTS OF LAW OR ANY GOVERNMENTAL AGENCY OR BODY).
 - NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD. The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory or otherwise, are given or herein expressed.
 - LIMITATION OF LIABILITY: LUMINIS will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, down-time cost or claims of claimant's Customers. LUMINIS liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement for the

product or services furnished hereunder shall not exceed the price of the Product which gives rise to the claim.

- **SPECIAL NOTE:** Normal wear and tear on the product is not covered by this limited warranty. Exterior or mechanical damage that is not the result of a breach of warranty will not be corrected. No cosmetic repairs will be made.

With respect to electrical and electronic parts or components not manufactured by LUMINIS (e.g. drivers, ballasts, power supplies, photoelectric controls, transformers, etc.), LUMINIS will provide a warranty equivalent to that offered by the manufacturer of the electrical or electronic components. Please contact the component manufacturers directly for replacements.

WARRANTY PROCEDURE

- **RETURN FOR INSPECTION AND REPAIR PROCEDURE:** All claims must be submitted with a completed **Field Warranty Form** (found within this document) to our Customer Service department. Once claim is reviewed, customer will have two options to have damaged/defective product inspected and replaced.

Option 1 – Return product/component for inspection

Customer returns all products or components that are authorized for return to LUMINIS. **Product(s) must be shipped freight prepaid (standard ground service).** If, upon inspection, LUMINIS determines that the product has breached the terms of its limited warranty, LUMINIS will reimburse all freight costs but only up to the amount of standard non-expedited ground service charges from the Customer's destination to LUMINIS factory. If LUMINIS determines that it shall repair or replace a product that has breached the terms of its limited warranty, LUMINIS will execute such repair or replacement at its sole discretion within a time frame determined by LUMINIS based on standard lead times and availability of parts at time of repair. LUMINIS shall be responsible for shipping costs and charges and all taxes only up to the amount of standard non-expedited ground service charges from LUMINIS factory to the Customer's original destination.

If, upon inspection, LUMINIS determines that the product has not breached the terms of its limited warranty, LUMINIS shall inform the Customer the reason for this determination. If repairs or a replacement is required, LUMINIS will issue a quote to the Customer to repair or replace the product. If, the Customer accepts the quoted charges to repair or replace the product, the Customer shall issue a purchase order to LUMINIS. All freight charges shall be at the Customer's expense. If the Customer declines the quoted charges, LUMINIS shall return the product to the Customer at the Customer's expense.

Please note that in the event the returned component or product is not found to be defective, you may be subject to a labor charge for the evaluation process.

Option 2 - Replacement part shipped to customer

If customer is unable to return the product, LUMINIS will try to determine which component is defective and customer must issue a PO for the replacement part (no freight allowed).

LUMINIS will issue a Return Goods Authorization (RGA) number (60 days max) for the part that is claimed to be defective.

Each component or product must be packaged carefully so as to prevent damages in shipment.

The RGA number must be included on both the packing slip of the component or product being returned and on the outside of the box. (Include your name and email address on the packing slip so that LUMINIS can contact you easily.)

Obtain a proof of delivery to ensure that the material is received.

Once part is returned and inspected (60 days max), LUMINIS will credit the customer if the part is determined to be defective. If the part is in good working condition, customer will pay invoice.

If customer does not return the replaced part within 60 days, customer must pay the invoice.

SPECIAL PRODUCTS

- Luminaires are made to order in limited quantities. LUMINIS has no obligation to produce additional components or luminaires.
- A minimum deposit of 25% up to full payment will be required, prior to releasing any order to production.
- Custom-made luminaires are not cancelable or returnable.

ENTIRE AGREEMENT

- Except as expressly agreed in writing signed by LUMINIS, the terms and conditions stated above shall constitute the entire sales agreement between LUMINIS and the customer. Any contrary or additional terms or conditions submitted by the customer (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in customer's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Customer's submission of a purchase order shall indicate customer's acknowledgment of and agreement with these terms and conditions
- These Standard Terms shall govern all sales by LUMINIS; the law applicable to sales under these Standard Terms shall be the laws in force in the Province of Quebec, and any proceedings concerning the Standard Terms and/or to the relations between the parties shall be brought exclusively before the courts of competent jurisdiction in the judicial district of Montreal.
- ***LUMINIS reserves the right to change these Terms and Conditions of Sale without notice.***