

## LUMASCAPE USA TERMS OF SALE

### PAYMENT TERMS

For account customers: 1% cash discount will be allowed on invoices paid on the 10th day. Payments made after the 10th day are due on a net basis to the 25th. Non account customers are required to pay prior to dispatch and a deposit may be required.

### FREIGHT TERMS

All orders for Lumascope product will be subject to a flat rate shipping charge of 4% of the invoice value (excluding tax where applicable), covering delivery by ground transport (on carrier selected by Lumascope) within the continental US and Canada. All deliveries outside of this area will be subject to additional charges and are quoted on request.

### MINIMUM ORDER VALUE

Minimum order is \$500.00. Orders below this are subject to a 20% handling charge, (spare parts excluded).

All Shipments exclude customs clearance, duties, taxes or other local or import-related charges (if applicable). These charges are to be paid by the importer of record.

### 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.

### PACKAGING

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

### LAMPS AND TRANSFORMERS NOT INCLUDED

Prices do not include lamps, transformers, drivers or other ancillary equipment. These may be quoted separately, and will be listed by part number and description if included.

### SPECIAL BUILD ITEMS

Items ordered which are not cataloged products require a 30% deposit, along with balance payment prior to shipment. Once the deposit is received, no changes or cancellations can be accepted. Special build items are non-returnable

### RETURNS

Returned goods are subject to 40% restocking fee plus all freight charges associated with the order for returns less than 90 days. After 90 days goods are not returnable. Custom units are not returnable under any circumstances. All returns must be authorized by Lumascope, and must be returned in "as new" condition; failure to get return authorization will result in the delivery being rejected and further freight costs on the rejected shipment.

### 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. Custom or modified product may not be cancelled under any circumstance, and cannot be returned. 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.

### 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.

### ACCEPTANCE

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

### LIMITED WARRANTY

Lumascope 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, brass 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 warranties 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 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 Lumascope products. The total liability of Lumascope 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, Lumascope performance or breach of the foregoing limited warranty or from Lumascope 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 LUMASCOPE 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 Lumascope. Lumascope 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 Lumascope receipt of approved copies of submittal drawings, including corrections or changes thereto, shall constitute the purchaser's approval of those drawings. Lumascope is not responsible for any plans or specifications that are not included in the approved, accepted drawings themselves.

#### GENERAL

Lumascope price sheets are not offers to sell, and possession of a price sheet does not entitle one to purchase. Lumascope 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, Lumascope reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Lumascope Lighting is collected by, or attempted to be collected by, a third party collection agent, Lumascope Lighting shall be entitled to recover all collection expenses, including attorney's fees.

#### ENTIRE AGREEMENT

Except as expressly agreed in writing signed by Lumascope Lighting, the terms and conditions stated above shall constitute the entire sales agreement between Lumascope 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 Terms and Conditions.

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