

Terms and Conditions



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All orders are subject to acceptance by Lite Lume Corporation and must include a written Purchase Order. We reserve the right to modify any product without prior notice and without incurring any obligation. Please contact us with questions regarding product specifications or visit our website, www.litelume.com. We assume no responsibility or liability for the improper installation, selection, use or maintenance of any products sold by us. These

Terms and Conditions supersede all those published and previously issued by lite Lume Corporation. All published prices are subject to change without notice. We reserve the right to correct any typographical errors.

Communication preferences

NEW ORDERS:

orders@litelume.com

INVOICING, ESTIMATED SHIP DATES, TRACKING, CUSTOMER SERVICE:

accounting@litelume.com

LEAD TIME & GENERAL INFORMATION

info@litelume.com

Minimum Order

None

Cost of Collection

All returned checks are subject to a \$15.00 service charge. If invoice is not paid in full when due, a 1.5% per month late charge will be imposed. Purchaser also agrees to pay all costs of collection, including but not limited to a reasonable attorney's fees and court cost.

Prepaid credit card fee 3%. NET 30+ credit card fee 3.5%.

Freight Terms and Allowance

GENERAL FREIGHT TERMS: \$2,000 FFA (DOES NOT INCLUDE AK & HI) DOES NOT INCLUDE 8' FIXTURES or POLES POLES CONTRACTOR SELECT FREIGHT TERMS: NO FFA POLES MADE IN USA FREIGHT TERMS: \$25,000 FFA (DOES NOT INCLUDE AK & HI) BRACKETS, TENONS & ADAPTERS FREIGHT TERMS: \$2,000 FFA (DOES NOT INCLUDE AK & HI) Minimum Shipping Charge: \$49 If this order requires freight delivery (even if "FFA" full freight allowed), be advised that there are additional fees for the following: Pallet Request: \$49 Special Instructions: \$49 Limited Access: \$195 Residential Delivery: \$195 Lift Gate: \$150

Terms and Conditions



Pallet Jack: \$60 Appointment/Notification Call: \$75

Orders will be shipped best way by carrier of our choice, unless carrier of choice is specified with an account number. Expedited shipping is available; additional charges apply. Buyer shall pay detention, storage, handling, or auxiliary charges assessed by carriers. Buyer is responsible for all charges related to premium freight services.

Shipping Lead Times

The scheduled ship date is an estimate only. Lite Lume Corporation is not responsible for missed ship dates and late deliveries caused by the carrier. Lite Lume Corporation will not accept any back charges for late deliveries.

Partial Shipments

If an order has multiple releases specified by the Customer, each release will be treated as an individual order, relative to minimum order quantity and freight allowance policy.

Damaged or Incorrect Shipments

Lite Lume Corporation will not assume liability for loss and/or damaged freight claims for any shipment. The Customer is responsible for filing claims directly with the carrier, according to the carrier's procedure and requirements for filing a loss or damage claim. Damaged shipment must be noted on the Bill of Lading before signing for the shipment. All damaged merchandise must be kept in the original carton for inspection by the carrier. Any claims involving incorrect or short shipments believed to be the fault of Lite Lume Corporation, must be made within 72 hours of receipt to be considered.

Sales Tax

All prices, quotations, orders and agreements are subject to all Federal, State and Local Taxes. Taxes will be added to the invoice unless legal proof of tax exemption is provided. Lite Lume Corporation reserves the right to invoice separately for taxes if necessary to make payment where they were not included at the time of invoicing.

Returns

RETURNS MUST BE PRE APPROVED

NO RETURN WITHOUT RETURN MATERIALS AUTHORIZATION

NO RETURNS ON POLES, BRACKETS, BUILT TO ORDER, MODIFIED OR NON STOCK ITEMS

Terms and Conditions



RETURNS MUST BE WITHIN 30 DAYS OF THE PURCHASE ORDER DATE

A MINIMUM 35% RESTOCKING FEE PLUS SHIPPING APPLIES TO ALL RETURNED FIXTURES

Warranty

Lamps, light sources, ballasts, drivers, emergency back ups, sensors, remotes, controls and all associated components are warranted by their respective manufacturers.

New LED lighting fixtures, when delivered in new condition in its original packaging and installed properly by a licensed electrician, will be free of defects in workmanship for a period of TEN (10) YEARS from the date of original purchase. Litelume warrants these products for (10) YEARS or 50,000 hours of which comes first.

New Life Safety, Exit & Emergency products, when delivered in new condition in its original packaging and installed properly by a licensed electrician, will be free of defects in workmanship for a period of SEVEN (7) YEARS from the date of original purchase. Litelume warrants these products for (7) YEARS or 50,000 hours of which comes first. Harsh & Hazardous environments Class 1 & Class 2 Exit & Emergency products includes a LifePO Lithium iron phosphate battery of which is only warranted for 3 years.

LITELUME new LED lighting fixtures in Harsh & Hazardous environments Class 1 & Class 2, when delivered in new condition in its original packaging and installed properly by a licensed electrician, will be free of defects in workmanship for a period of TEN (10) YEARS from the date of original purchase. Litelume warrants these fixtures for (10) YEARS or 50,000 hours of which comes first. The LED driver and other internal components are warranted for (5) YEARS or 50,000 hours of which comes first.

Warranty limitations include Light-Emitting Diodes(LEDs), Power Supplies, Drivers and other Electronic Components. Orders sold at discounted pricing and unregistered warranty activations are warranted for (5) years or 50,000 hours of which comes first.

Lite Lume Corporation reserves the right to modify or change warranty without notice. See website for current warranty information & procedures.

Changes

Lite Lume Corporation reserves the right to make modifications or changes to any of its Products, Pricing, Policies, Forms, Literature, Terms & Conditions and Warranty without prior notice.

Copyright

All Lite Lume Corporation Information, Marketing, Price Lists and any other Advertising are the property

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of Lite Lume Corporation and are protected by the International Copyright Law. No part of the materials may be copied, reproduced, or distributed without the prior written consent of Lite Lume corporation. Distribution of such materials for commercial purposes is strictly prohibited.

Location

This Agreement shall be governed by the laws of the State of Maryland as if fully performed in Maryland and without regard to its conflicts of laws principles. In connection with any dispute hereunder, Company and Customer irrevocably submit to the jurisdiction of the state and federal courts located in Baltimore City Baltimore, Maryland and waive any trial by jury. Venue for all proceedings, including arbitration, shall be Baltimore, Maryland.