



## North American Standard Terms and Conditions of Sale for Luminii LLC Brands\*

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To Our Valued Customer:

Luminii LLC Brands\* (“Luminii” or “us”) is committed to providing its customer (“Buyer” or “you”) quality LED (Light Emitting Diode) lighting products and customer service. The following terms and conditions apply to all orders with Luminii LLC Brands\* (Luminii LLC Brands (“Luminii” or “us”), Senso Lighting Inc, Glint Lighting, Remote Controlled Lighting LTD and Precision Lighting Limited).

### **Payment Terms and Conditions**

All orders with Luminii LLC Brands are prepaid without an approved line of credit. Orders will be released to production once full payment is received. See the deposit section below for more details.

If you are an existing customer with approved credit terms, Luminii LLC Brands requires a 25% deposit on all orders over \$150,000 before releasing material to production.

**Luminii LLC** accepts payment in the form of check, EFT, ACH, and credit cards. All Luminii companies accept Visa, MasterCard, Discover and American Express credit cards. Orders below \$10,000 USD, \$10,000 CAD, or £7,500 GBP can be paid via credit card without a processing fee. A processing fee of 3% will be charged for orders over the above-mentioned amounts.

Buyers wishing to establish a line of credit must submit a signed Luminii LLC Credit Application. The first order placed with Luminii LLC is always prepaid. Completed credit applications should be emailed to [luminiiAR@luminii.com](mailto:luminiiAR@luminii.com). For Senso Lighting Inc. credit applications, please email [senso\\_ar@luminii.com](mailto:senso_ar@luminii.com). Credit applications for Remote Controlled Lighting and Precision Lighting Limited should be sent to [rcpllsales@luminii.com](mailto:rcpllsales@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 buyer's responsibility and are subject to a \$50 charge.

### **Deposits**

Luminii LLC Brands requires a 25% deposit on all orders over \$150,000 before releasing material to production. Based on credit history and level of customization, deposits may be required on smaller orders. iLight by Luminii Plexineon orders that include fixtures with factory bends or custom lengths and all Hypnotica orders require signed drawings and a 50% deposit before releasing material to production. These are examples of situations under which an additional deposit would be required, but this is in no way an inclusive list of all situations under which there will be a deposit request.



### **Order Cancellation Policy**

All confirmed orders are considered non-cancelable except for power supplies and aluminum extrusions. A cancellation fee will be applied based on costs incurred by Luminii before 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 six months after placing the initial order shall be subject to price changes.

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

### **Design Changes**

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

### **Shipping Dates**

Shipping dates are Luminii LLC Brands estimates only and are not fixed or guaranteed in any way.

Luminii LLC Brands shall not be responsible for any damages, penalties, chargebacks, or any other damages resulting from delayed shipments or inability to ship by a particular date. Buyers cannot return materials or cancel any order due to shipment or delivery not occurring on a particular date.

### **Freight Allowance**

Deliveries are F.O.B. origins. Please refer to the table below regarding FFA / Non-FFA eligible shipments.

FFA programs only apply to orders where the shipment is to a point in the contiguous US and Canada (not including Alaska and Hawaii). Additional charges may apply for express, partial, or additional shipments.



FFA Program 1- Includes all orders over \$7500 where the longest nominal product length is less than or equal to 96 inches.

Applicable Brands: Luminii LLC, Optic Arts, iLight, Senso Lighting Inc, Glint Lighting and Remote Controlled Lighting LTD.

FFA Program 2- Includes all orders over \$2500 where the longest nominal product length is less than or equal to 96 inches—applicable Brands: Precision Lighting Limited and Basics by Luminii.

Non-FFA Program- Orders that do not qualify for FFA Luminii will provide a freight quote when they provide the quote/receive the order. Unless the customer says otherwise Luminii will ship on their account and bill based on the freight quote. The customer can alternatively choose to provide their own shipping account or pick the package up via will call. If a pallet is necessary for a shipment, the customer will be charged a pallet fee, even if it is shipping on their own account or will call.

#### **FFA Partial Shipment Charge Amount**

If the order meets FFA requirements, Luminii LLC will cover the cost of the first shipment, and the customer will cover the cost of any additional partial shipments made at their request and the final shipment.

If the order meets FFA requirements and Luminii LLC requests to ship partially, then Luminii LLC will cover the costs of both shipments.

#### **Shipping Samples**

All Luminii LLC Brand samples will ship ground. Customers who require air transportation must provide their courier information. Luminii Brands LLC will not pay for air transportation for samples. The exception is Remote Controlled Lighting Limited/Precision Lighting LTD, which will ship air at the best economical cost.

#### **Claims/Damages**

Luminii LLC Brands products are inspected before packaging and are packed for shipment. Luminii LLC Brands 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 the customer service email addresses per the table below in this note within 48 hours (approximately two days) of receipt.

### **Return Policy**

Products may be returned only with a written RMA from Luminii LLC Brands. Only power supplies and aluminum extrusions are accepted for returns. Requests for an RMA must be submitted via email to customer service email boxes within 30 days of invoicing. 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 a new condition, including the original packaging. If returned products arrive damaged or used, Luminii LLC Brands will not provide a refund. Therefore, we strongly advise customers to use an insured and trackable shipping method to return items. All returns are subject to a 20%-50% re-stocking fee, and to receive credit, all items must be returned within 30 days of the RMA's issuance (Luminii LLC Brands reserves the right to administer alternative restocking fees based on the nature of the materials, order, or RMA in question). There will be no charge for re-stocking or shipment of products deemed defective under our warranty policy. All Luminii LLC Brands custom orders are excluded from the return policy.

### **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 LLC Brands products are warranted to be free of defects in material and workmanship for a period of seven (7) years from the date of shipment for indoor-rated products for Luminii and Optic Arts by Luminii Products, except LED drivers, decoders and controllers or for a period of five (5) years from the date of shipment for indoor-rated products in other Luminii LLC Brands including LED drivers, decoders and controllers 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 LLC Brands products. Claims for defective products must be submitted in writing to the Luminii LLC Brands team of Customer Service Professionals within the warranty period as per the table below. If a product does have a defect, Luminii LLC Brands obligation is expressly limited to repair or replacement, without charge, at Luminii LLC Brands facility after a 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 LLC Brands recommended power supply or driver to ensure safety and retain product warranty. Third-party equipment supplied by Precision Lighting Limited, including, but not limited to, control gear, lamps, track systems and components, is covered only by their manufacturer's warranty and not by Precision Lighting Limited. Warranty on custom products will be determined on a project-by-project basis for all Luminii LLC Brands.

## **LIMITATION OF LIABILITY**

The maximum limit of Luminii LLC Brands' liability for or relating to any product is the product's price. Luminii LLC Brands shall not be liable for any consequential, incidental, indirect, or contingent damages arising from the 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 LLC Brands against 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 the product.

## **Force Majeure**

Luminii LLC Brands shall not be required to furnish any products if prevented from manufacturing or delivering the same because 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 LLC Brands 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 LLC Brands 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 LLC Brands 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 LLC Brands' obligation to provide products and otherwise perform is expressly conditioned on the Buyer's acceptance of Luminii LLC Brands' 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 the buyer is hereby given. If Luminii LLC Brands is deemed to accept the Buyer's offer, Luminii LLC Brands' acceptance is expressly conditioned on the Buyer's assent to any additional or different terms contained herein.

## **Customer Service Email boxes:**

Luminii   Optics Arts	<a href="mailto:orders@luminii.com">orders@luminii.com</a>
Senso Lighting Inc. orders	<a href="mailto:sensoorders@luminii.com">sensoorders@luminii.com</a>
iLight by Luminii orders	<a href="mailto:ilightorders@luminii.com">ilightorders@luminii.com</a>
Remote Controlled Lighting LTD & Precision Lighting Limited	<a href="mailto:rcpllsales@luminii.com">rcpllsales@luminii.com</a>
Glint Lighting	<a href="mailto:glintsales@luminii.com">glintsales@luminii.com</a>

**\*Luminii LLC Brands include Optic Arts by Luminii, Luminii, Basics by Luminii, Stenos by Luminii, Luminii HOM, Senso Lighting Inc., Glint by Luminii, iLight, Remote Controlled Lighting LTD and Precision Lighting Limited.**