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## 2008 SALES POLICY

### GENERAL TERMS:

- The following terms and conditions constitute the entire sales agreement between **Luminis USA Inc, Luminis Canada Inc. (hereinafter called LUMINIS)** and the purchaser. Any contrary conditions submitted by the purchaser shall be null and void unless accepted in writing by LUMINIS. Luminis USA Inc. and Luminis Canada Inc. are independent entities and all matters originating from sales transaction must be addressed and resolved with the corresponding corporate entity.
- It is agreed that the purchaser 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 printed material 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 purchaser remain the property of LUMINIS until full payment has been executed.

### PRICES:

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

### CREDIT:

- Accounts on open credit only:** Payment terms of 2% the tenth of month following, or Net 30 days from date of invoice, for all.
- New accounts: minimum opening order of \$1500 is required. Two weeks are 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.
- Minimum order: is \$500 Orders less than \$500.00 will have a surcharge of \$50.00.
- All orders, on open credit, paid over 60 days will have its account status changed to C.O.D. terms.
- LUMINIS may, at its convenience, require a deposit for orders of large amounts requiring a special production run of standard products.
- The purchaser will assume all legal costs related to the collection of unpaid invoices.

### FREIGHT: Definition of Freight Allowance:

**LUMINIS will assume only the cost of freight to destination.**

- All shipments are F.O.B. plant. (Free on board)
- Cost of freight will be allowed for all orders above \$5000 for Exterior lighting products  
\$3500 for Interior lighting products  
Set-up charges not included.
- Freight allowance is extended only to accounts on open credit.
- Purchaser will assume all freight costs other than the usual method and frequency determined by L.C.I.
- 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

- Freight is allowed on one-shipment bases 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. LUMINIS will require full payment for shipped goods lost or damaged in transit.
- Purchaser 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.

### 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".

### Definition of date of release:

- Release date is established only when all pertinent information have been provided allowing 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% up to the full amount on all orders in production.
- No returns will be allowed on shipped goods.

### LIMITED WARRANTY:

- All materials are guaranteed to be free from defects in materials or factory workmanship for a period of one year from the date of invoice. This warranty will be null and void if equipment has been abused, improperly used or installed, or modified. All repairs must be executed in factory.
- LUMINIS will not accept any deductions on payments or charges in relation to labor or materials performed or supplied without a written authorization by a signing officer of LUMINIS
- Sales representatives are not allowed to authorize any form of expenses on behalf of LUMINIS
- This warranty is applicable only on materials fully paid by the purchaser, to the satisfaction of LUMINIS. The warranty shall not exceed the cost of item ordered, and is applicable only to the product.
- This warranty is extended to the final destination indicated on the purchase order issued by the purchaser

### SPECIAL PRODUCTS:

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

LUMINIS RESERVES THE RIGHT TO MODIFY OR CHANGE THE CONDITIONS IN GENERAL OR, WITH ANY PARTICULAR ACCOUNT OR SALES TRANSACTION AT ANY TIME AND AT ITS CONVENIENCE.