

Terms of Sale & Limited Warranty

1) General: All orders are subject to acceptance by LumenArt Ltd. All orders are not subject to cancellation. Orders cannot be canceled without our written consent and only then upon terms, which will indemnify us against all loss. Verbal orders are not accepted. Purchase Orders (PO) are required on all orders. Changes to P.O.s in house must be in writing and are subject to acceptance by LumenArt Ltd. Prices are subject to change without notice.

2) Terms: NET 30

\$500 net minimum order for all products except Alume.

\$100 net minimum order for Alume products.

Orders less than \$500 require a \$50 service charge.

Alume orders less than \$100 require a \$25 service charge.

LumenArt Ltd will add a service charge of 1 1/2% per month, 18% per annum, compounded monthly, to all past due invoices, except where prohibited by law.

3) Freight: Freight for all orders is prepaid and charged. All shipments of products from LumenArt Ltd will be made F.O.B. our factory.

4) Damage Policy: All shipments are packed with great care using standard packaging methods. As all shipments are F.O.B. plant, transfer of ownership occurs when shipper picks up product. Therefore, if any damage occurs in transit, do not refuse to accept shipment as this may incur unnecessary shipping expenses and delay. File claim with carrier for your loss or damage. They are responsible for breakage in transit. All defective merchandise must be reported within 5 days.

5) Return Policy: Custom products cannot be returned for any reason.

Product determined defective from manufacturer shall be replaced or credit issued at the discretion of LumenArt Ltd. No product may be returned without prior approval and issuance of a Return Goods Authorization (RGA). Issuance of an RGA does not acknowledge cause of defect or authorize credit to be taken. Product returned as defective, but found to be not defective and in working order will be returned to customer. Products returned at LumenArt Ltd's discretion are subject to a 50% restocking charge.

6) Warranties: LumenArt Ltd, an Illinois Corporation, warrants to the original purchaser that its products will be free from defects in material and workmanship and will be of the designated kind and quality as specified on the individual product specification sheets for a period of one (1) year from the date of invoice by LumenArt Ltd. The warranty granted above is in lieu of all other warranties, express or implied, including, but not limited to the implied warranties of merchantability or fitness or particular purpose. The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise is herein expressed. In the absence of a product specification sheet for a particular model, a one-year warranty will apply unless agreed to otherwise in writing by LumenArt Ltd.

Limitations of Liability:

(a) Seller will not under any circumstances, whether as a result of breach of contract, breach of warranty, tort or otherwise be liable for consequential incidental, special or exemplary damages including, but not limited to, loss of profits or revenues, loss of use of or damage to any associated equipment, cost of capitol, cost of substitute product, facilities or services, downtime costs, or claims at Buyers customers.

(b) Sellers liability on any claim of any kind for any loss or damage arising out of, resulting from, or concerning any aspect of the agreement or from the products or services furnished hereunder shall not exceed the prices of the specific order or shipment which gives rise to the claim.

7) Delays: Seller shall not be liable for delays in delivery or performance, or for any failure to manufacture, deliver or perform due to (i) a cause beyond its reasonable control, or (ii) an act of god, act of Buyer, act of civil or military authority, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or delivery vehicle storage, or (iii) inability on account of a cause beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities, Seller will notify Buyer of any material delay executed by this article and will be specify the revised delivery date as soon as practical.

8) Taxes: In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value added, or other similar tax applicable to the price, sales or delivery of any products and services furnished hereunder or to their use by Seller or Buyers, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

LumenArt Ltd

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