

TERMS

Payment terms are Net 30 days from the date of the invoice, upon satisfactory credit approval completed by Metalumen's Finance Department.

FREIGHT ALLOWANCE

All shipments are FOB Guelph, ON Canada. Freight is prepaid on orders \$5,000 and over. Orders \$4,999.99 and under are shipped prepaid and charged. Orders outside of Canada under \$4,999.99, will be subjected to brokerage fees, prepaid and charged. Metalumen reserves the right to choose the carrier on freight allowed orders.

All shipments to Newfoundland, PEI & Vancouver Island will be subjected to a 5% premium. All shipments going to the Yukon, Northwest Territories and Nunavut, are the responsibility of the customers. Metalumen will ship to Edmonton, AB where it then becomes the responsibility of the customer to forward to the final destination.

FREIGHT CLAIMS

As all goods are FOB Guleph, ON Canada, consignee/purchaser is responsible to make claims directly with the carrier.

Metalumen is not responsible for any damage caused by the carrier. Our shipments are carefully inspected, checked and properly packaged at our facility. We fully expect our merchandise to arrive in good condition.

When the shipments are delivered to the carrier it was delivered in good condition and technically became your property. Therefore, damage whether obvious or concealed must be reported to the transportation company with 15 days of receipt to avoid forfeiting any claims of damages.

QUOTATIONS

All quotations are firm for 90 days for delivery within 6 months. Quantity changes, if greater than 10%, may affect the quoted value. Lamps are supplied by others, unless otherwise noted. Prices exclude taxes (if applicable).

PRICES

Prices are subject to change without notice. In the event of a price increase, all orders on hand will be filled at the lower value provided such orders are released. If the orders are not released for shipment prior to the price increase, the values are subjected to the higher price.

Minimum billing on all luminaire orders will be \$500.

CANCELLATION CHARGES

Cancellation charge for orders prior to approval drawing release is 25%. Cancellation charge for orders with approval drawing release is 100%.

RETURNS

Returns are subjected to 100% re-stocking fee. Metalumen products are made-to-order.

PART BUYS

All purchased part orders will be subjected to a \$150 minimum order quantity fee.

All manufactured part orders will be subjected to a \$250 minimum order quantity fee.

RETURN MATERIALS

In the event product needs to be returned to Metalumen for re-work, an authorization needs to be provided by your inside sales representative. All materials must be returned with the following information:

- (1) Customer purchase order number,
- (2) Metalumen invoice number,
- (3) Job/Project name,
- (4) Reason for return,

All returns must be tagged 'Attention: Quality Assurance'. All returns must be sent to Metalumen freight pre-paid unless otherwise authorized.

BALLAST WARRANTY

Fluorescent – Warranted by Distributor and ballast manufacturer. Contact the manufacturer for any problems/defects.

H.I.D – Potted ballasts are to be returned to Metalumen with proper authorization for Metalumen warranty. Ballasts supplied to site, prior to return, will be billed to the customer at \$150 per ballast and credited upon confirmation of defective ballast.

- Non potted ballasts are to be returned to the distributor/manufacturer for warranty.

WORKMANSHIP WARRANTY

Metalumen warrants one (1) year parts and labour on Metalumen manufactured parts and luminaries. Field quality issues relating to Metalumen workmanship requires authorization prior to incurring costs outside of normal installation contract.

ACCEPTANCE

All orders are subject to final acceptance by Metalumen.

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