

# TERMS & CONDITIONS OF SALE

## TERMS

Payment terms are Net 30 days from the date of the invoice, upon satisfactory credit approval completed by Metalumen's Finance Department. Late payments are subject to a 1% service charge per month. All orders are subject to acceptance by Metalumen and are contingent upon the ability to secure the necessary material and labor.

Any changes to orders released to production will not be accepted.

## FREIGHT ALLOWANCE

All shipments are FOB Guelph, ON Canada. Freight is prepaid on orders \$5,000 and over on single shipments. Orders \$4,999.99 and under are shipped prepaid and charged. Orders outside of Canada will be subjected to third party 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 Guelph, 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 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.

Note that all prices exclude lamps and minimum billing on all luminaire orders is \$1000.

## CANCELLATION & ADDITIONAL CHARGES

All approved & released orders are considered non-cancelable unless written consent is issued by Metalumen. Cancellation charge for orders prior to approval drawing release is 25%. Cancellation charge for orders with approval drawing release is 100%. Changes made after the return of approved drawings may be subject to additional charges. Changes include, but not limited to, the following: requested ship date changes, quantity changes, product additions or deletions.

\* A minimum quantity of 26 units of TC5 and TC6 luminaires is required or a \$300 set-up fee would apply

\* A minimum quantity of 11 units of SOL luminaires is required or a \$300 set-up fee would apply

## 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.

## RETURNS

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

In the event product needs to be returned to Metalumen for rework, an authorization request must be approved by the Quality Assurance Manager or inside sales representative. Returned shipments must be freight pre-paid and in original cartons along with the following information:

1. Customer purchase order number,
2. Metalumen's invoice number,
3. Job/Project name,
4. Reason for return,
5. All returns must be tagged 'Attention: Quality Assurance'.

## SHIPPING LEAD-TIME

Metalumen will strive to accurately meet all deadlines given, however, shipping dates given are Metalumen's estimates and are based solely on material and labor availability and should not be considered an absolute or guarantee. Metalumen will not be held responsible for penalties or chargebacks resulting from delayed shipment or its inability to ship by the acknowledged date.

## SAMPLE POLICY

If a sample fixture is requested for a project, the Representative will be invoiced \$50 (fifty dollars) per foot plus Freight. If the project/order is received by Metalumen, Metalumen will credit the sample invoice, up to 2% (Two percentile) of the order value. If the order is not received by Metalumen, the sample invoice will be deducted from the commission payable to the Representative.

## WARRANTY

All luminaires produced and supplied by Metalumen are tested and inspected before shipment and warranted to be free of defects in workmanship or material for a period of five (5) years for all LED products and one (1) year for all other light sources valid from date of shipment from Metalumen's factory. Any such defective products will be repaired or replaced at the option of Metalumen provided a written claim is made within the warranty period stated herein. Metalumen will accept no charges for any labor, repair cost or transportation charges without prior written authorization from Metalumen. Metalumen retains the right to select the appropriate labor for warranty claims. The responsibility of Metalumen for any defective material is limited solely to the replacement or repair of the material and does not include any incidental or consequential damages which may be incurred. No other warranty exists than that included above.

Further, this warranty does not apply to products that have been modified, improperly installed, used in conditions or for purposes other than which they are intended. No person, agent or distributor is authorized to give any other warranty on behalf of Metalumen.

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## 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.

## LED (see "LED Limited Warranty" section):

- LED boards and drivers are to be returned to Metalumen with proper authorization for Metalumen warranty. Drivers supplied to site, prior to return, will be billed to the customer at \$150 per driver and credited upon confirmation of defect.

## LED LIMITED WARRANTY:

All LED luminaires are supplied with a five (5) year warranty against defects in material or workmanship that would cause operational failure within said luminaire, provided the following:

1. The fixture must have been purchased either directly from Metalumen or one of its authorized representatives.
2. The fixture has been installed and operated within the parameters set forth on the specification / installation guide related to that fixture.
3. Any repairs or modifications to the fixture must have been performed by Metalumen or personnel authorized in writing by Metalumen.
4. For those products where the LED module is replaceable, Metalumen may choose to supply a replacement module to the customer rather than replace the entire fixture. Metalumen shall be the sole decision maker as to whether to repair or replace a product, and reserves the right to inspect any product claimed as defective to determine if said defect falls under warranty. Metalumen assumes no responsibility for any labor costs involved with replacement and re-installation of products assumed to be defective.
5. Drivers are covered under the warranty of their specific manufacturer. All supplied LED drivers by Metalumen are selected with a minimum five (5) years warranty.

## EXCLUSIONS

This is a limited warranty, and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions below. Metalumen shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of this document or its products, or aspiring out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties of merchantability and Fitness for particular purpose and all warranties arising from course of dealing or usage of trade. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this limited warranty in any matter whatsoever.

Metalumen will facilitate the technical resolution of problems, but does not warrant third party products sold with the installation. Unless expressly arranged through Metalumen, third party warranty coverage must be managed by the supplier offering the warranty, based on a contractual arrangement with the supplier.

For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any reinstallation costs or expenses, including without limitation labor costs or expenses.

This limited warranty does not cover the following:

1. Product failure caused by faulty power supplies, overheating caused by improper installation, omission of parts or misapplication.
2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/ installation incurred by the user/installer or Natural Acts (such as lightning or fluctuations in electrical power).
3. Products which have been modified or have had the UL/CSA/QPS identification label altered, defaced or rendered illegible.
4. Product is left operating in conditions/requirements other than those mentioned in respective product brochures, literatures or installation manuals.
5. The product has been serviced by personnel not authorized by Metalumen.

## FORCE MAJEURE

Manufacturer shall have no liability or obligation in connection with any failure to manufacture or deliver due to causes beyond Manufacturer's reasonable control including but not limited to strikes, lockouts, fires, riots, wars, acts of God, inability to obtain materials, components or supplies, failure or breakdown of machinery, production scheduling delays, government regulations or other conditions. All prices/quotes are subject to change without notice due to causes beyond our control.

## ACCEPTANCE

All orders are subject to final acceptance by Metalumen. Metalumen reserves the right to change these Terms and Conditions of Sale without prior notice. Any modification to this warranty will only affect products ordered on or after the effective date of said revised warranty.

Purchaser shall convey with each Product distributed to end users this MANUFACTURER'S LIMITED WARRANTY.