



LumenTruss™ Terms and Conditions

PAYMENT

The Distributor and/or Agent, and/or Reseller has a period of thirty (30) days from receipt of the invoice to pay the amounts due to LumenTruss™. There are no credit fees for current purchases on the statement of account if the total balance shown on the statement is paid in full by the due date indicated. Otherwise, current purchases on the account statement will be subject to credit fees, calculated on the average daily balance from the date of each purchase until they are paid in full, at an annual interest rate of 25% per annum during the period covered by the account statement. However, if the balance shown on a subsequent statement is paid in full by the due date indicated on the statement, purchases previously unpaid will be exempt from credit charges for the period during which such full payment is made. LumenTruss™ reserves the right to claim reimbursement of all costs and expenses incurred, including legal fees related to the recovery of amounts due.

CONDITION OF CARRIAGE/SHIPPING FEES

Depending on where the order is shipped, free shipping is offered for orders over a certain purchase amount. Please refer to the table below. Transportation fees may also apply in the following situations:

Standard delivery: —over CAD 1000 purchase in Quebec (Canada) —over CAD 1500 purchase in Canada (except Quebec) —over USD 2500 purchase in the USA	FREE
Standard box	\$ 25
Standard tube (less than 8 feet long)	\$ 35
Custom item	\$ 45
Remote area or areas difficult to reach	To be defined
Express delivery	To be defined

Be assured that we will send you a shipping quote for your approval before your order goes under production.

RETURNS AND CLAIMS POLICY

Please refer to the following policies for any product returns or claims.

All requests for returns and claims must be sent by email or fax to our sales office and must include:

1. The order code (LMxxxx) for each product from LumenTruss™ and its description.
2. The order number.

Contact list:

Email: rma@lumentruss.com

Fax: **514-903-0649**

Toll-free number: **1-855-384-3384**

All goods returned to us must be accompanied by the RMA form issued and approved by LumenTruss™.

Only products listed on the RMA (Return Merchandise Authorization) and purchased within the last twelve (12) months will be accepted as returns. If the returned items do not comply with the RMA document issued and approved by LumenTruss™, LumenTruss™ reserves the right to return the merchandise to the sender at the customer's expense.

When a return is accepted and processed by LumenTruss™, the products must be returned within 30 days.

For any return that requires credit, the product must be shipped in its original packaging and in a condition that allows resale. All products sold in packages (2, 4, 6, etc.) must be returned in full packages.

BROKEN, DAMAGED OR LOST GOODS DURING TRANSPORT

In the case of broken or damaged goods or during shipment for an order whose delivery is paid for by LumenTruss™, LumenTruss™ reserves the right to grant credit. Any claim must be filed within seven (7) days of receipt of delivery or it will be refused. LumenTruss™ does not assume responsibility for any claim for an order payable upon delivery (COD).

In the case of goods lost during shipment for an order whose delivery is paid for by LumenTruss™, you must inform us within seven (7) days of the date of shipment of the order and this, so that LumenTruss™ can attempt to recover the goods. After this period, it is impossible for us to make any claim whatsoever to the carrier.

In the case of broken or damaged or lost merchandise during an order whose delivery is paid for by you and made by your designated carrier, our liability ceases at the time the designated carrier takes possession of the merchandise for transportation and delivery. You must address your complaint directly to your carrier.

RETURN OF ITEMS IN STOCK

A 30% restocking fee (minimum \$40) will apply to any return for credit or exchange of items purchased within the last twelve (12) months. Transport costs will be the responsibility of the customer. We reserve the right, at any time, to refuse any credit for a return of merchandise, which will be returned at the shipper's expense in the event of non-compliance, following inspection of the merchandise.

RETURN OF ITEMS NOT IN STOCK (NS—SPECIAL ORDER)

All products with a *NS—special order* status, that are ordered especially for you and are not part of our regular inventory, cannot be returned and must therefore be considered as a final sale.

NS = **No Stock**

RETURN OF CUSTOM-MADE ITEMS

LumenTruss® manufactures custom products to your specifications. LumenTruss™ considers the sending of your order form as the final and definitive confirmation of the specifications according to which we manufacture your product. These products cannot be returned and must therefore be considered as a final sale.

MODIFICATION OF THE PRODUCT OTHER THAN STIPULATED

Any modification to products made by personnel not authorized by LumenTruss™, cancels the product warranty and is therefore not returnable for credit or exchange.

INSTALLATION

LumenTruss™ does not offer the installation service for its products.

LumenTruss™ disclaims all liability for installation and labour costs, loss of profit, or any other expense related to the replacement and/or repair of a product under warranty.

WARRANTY AND EXCLUSIONS

At the moment of the initial transaction, the Supplier is bound to warrant the Distributor and/or Agent, and/or Reseller that the products are exempt and free of defects for a minimal period of one (1) year and start from the date of its original purchase, unless otherwise expressly specified by the Supplier. Also, the warranty is void if the product is not used for the purpose for which it is designed. The Supplier shall choose, at its sole discretion, to offer a credit note, repair or replacement of the product. The examination of the product will follow the procedure of RMA requests regarding occurring expenses in transport, storage, repairing and exclusions. In order to make a warranty claim, you must notify the Supplier in writing sixty (60) days after your discovery of the defect, and provide proof of purchase. The Supplier may require you to promptly return the product.

The above-mentioned warranty applies only to direct purchases from LumenTruss™ or from an authorized Distributor and/or Agent, and/or Reseller.

LumenTruss™ Limited Warranty products shall be the sole and exclusive remedy of the Distributor and/or Agent, and/or Reseller, and LumenTruss™ sole liability to him or her. NO WARRANTY of fitness for any specific or particular purpose is made or to be implied. No other warranty applies. LumenTruss™ will not, under any circumstance, whether as a result of a breach of contract or warranty, tort, or otherwise, be liable for any costs or damages, including, but not limited to, lost profits or revenues, incidental, special or consequential damages. No distributor, salesperson, dealer, retailer or other representative has the authority to change or modify this warranty, either verbally or in writing, in any respect.

EXCLUSIONS: This limited warranty shall not apply to loss or damage caused to the product by: negligence, abuse, vandalism, public disturbances, power surges, incorrect power supply, power fluctuations, misuse of the product, improper use of the product, installation of the product in an unsuitable environment, improper handling of the product, improper installation of the product, improper storage of the product, improper maintenance of the product, acts of God and natural disasters, accidents, alterations and/or modifications of the product by a person other than authorized personnel at LumenTruss™.

PRODUCT RANGE

LumenTruss™ product: **two (2) years from the date of purchase;**

LumenTruss™ product used with Ezled Power Supply: **five (5) years from the date of purchase;**

LED accessories: **one (1) year from the date of purchase**

CANCELLATION OF ORDER

Any cancellation request before shipment must be made in writing and authorized by our Customer Service Department. Please note that on all custom-made projects, NO cancellation or modification requests will be accepted after receipt of your purchase order (PO).

PRICE

Prices are subject to modification without notice. The ordered merchandise will be delivered at the applicable prices at the time of purchase. All "Rush orders" which are outside our standard delivery dates of four (4) weeks may have a "Rush fee" applied to the order. Please note that this fee will not be refundable as LumenTruss™ made it "Rush".

OUT-OF-STOCK PRODUCTS

The Supplier undertakes to ship the ordered goods as soon as possible. If one or several ordered products are missing from the inventory, the Supplier will notify the Distributor and/or Agent, and/or Reseller of the possibilities of alternative products and other options at his or her disposal unless a written cancellation of the order is received. The Distributor and/or Agent, and/or Reseller will also be advised of the approximate time required to receive out-of-stock products.

Please note that this policy is subject to change at any time, without notice, and will replace any previous policy or agreement.

In the event of any inconsistency or ambiguity between the English and French versions, the French version shall prevail.

Date of update: June 20, 2019