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## Terms and Conditions of Sale – 01/06/2023

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### General

The following represents the standard terms and conditions of sale for all orders placed with LumenFocus, LLC. Any conflict with the terms stated herein on a purchaser's purchase order are rejected and shall be of no consideration, unless agreed to by LumenFocus in writing prior to receipt of purchase order.

Orders are subject to acceptance by LumenFocus and such acceptance will be confirmed in a written acknowledgement. After acknowledgement, orders cannot be cancelled without written consent from LumenFocus. Any change or modification to an order must be confirmed in a written acknowledgement from LumenFocus.

All orders must be placed by the client that will be responsible for paying for the product. No third party or verbal orders will be processed. All accounts must be set up and credit approved prior to the acceptance of any orders.

Any orders that require a hold for release must have a projected release date within a given month and must be a minimum of \$2,500. If order is not shipped by the end of the projected month of the projected release, LumenFocus will have the right to alter pricing.

All fluorescent product will be quoted without lamps unless noted in the quotation and will include a 120-277volt ballast unless otherwise noted on the purchase order.

### Prices

All pricing is firm for a period of thirty days, thereafter pricing is subject to change without notice.

Pricing does not include any taxes or governmental fees, or assessments, including, without limitation, value-added taxes, required governmental taxes, or excise taxes. In the event that the manufacturer is required to pay any such tax or charge, the purchaser will reimburse the manufacturer upon notification.

### Delivery

All shipments are F.O.B. Henderson, NC 27537. Title to all shipments will pass to the purchaser upon shipment and the possession of a bill of lading by LumenFocus from the shipper. Seller is not responsible for any damage in shipment and it is the duty of the purchaser to inspect and accept all delivers before accepting. Acceptance at the site will be final.

Freight will be allowed on all orders greater than \$5,000. Any orders with a value of less than \$5,000 will be prepaid and the freight will be charged to the purchaser.

Any partial shipments will be at the discretion of LumenFocus.



Deliver dates will be set by LumenFocus and LumenFocus won't accept any liability for delays in shipment or shipping. Any costs incurred for storage, handling, or any other excess charges created by the purchaser, will be invoiced to and paid by the purchaser.

## **Payment**

On accounts utilizing credit, the terms will be Net 30 days. Any past due accounts will be charged a monthly charge of 1.5% of the balance beyond 30 days. Payment delays may cause shipment delays. In addition, purchaser grants to the manufacturer a purchase money security interest in the products until all payments have been made in full.

## **"Hold for Release" Orders**

Pricing for "hold for release" orders is not guaranteed. Pricing may need to be adjusted to current pricing at the time the hold order is released to the factory.

Once the order is released, the customer agrees to take the material within two weeks of the material being ready. In the event the customer cannot accept the material, the manufacturer will invoice the material under standard terms.

## **Returned Goods**

All damaged or missing products must be reported within 5 business days from the date of receipt of product by the purchaser. This must be accompanied by a delivery receipt noting such issues to the delivery company.

LumenFocus products are made to order (MTO). Returns will only be considered for a maximum of 10% of the quantity for each item on a purchase order. Custom products, which include but are not limited to: customization of standard products, custom engineered products, custom colors, special order components, custom programmed controls, outdoor poles and brackets, and private labeled products, are not eligible for return. Any fixture with emergency battery backup is not eligible for return. A return goods authorization (RGA) must be agreed to by LumenFocus in advance of any goods being returned to the factory. All goods must be returned within 30 days of the authorizations. In no event will goods be considered for an RGA period of beyond 90 days after delivery.

All return goods will be credited at invoice price less a minimum of 35%, at the discretion of the factory. All return freight expense will be paid by the purchaser. Credit will only be issued on items that are unopened and returned in "as new" condition.

