

## Terms and Conditions

### Privacy Notice

Lumecon, LLC takes strong precautions to protect your information both online and offline. Your privacy is extremely important to us. Lumecon, LLC respects your privacy, and we assure you that we will maintain and use all information responsibly. All the information that you provide us with, such as your sign in information, is maintained in private files on our secure Web server and our internal system.

Lumecon will not sell or release your email address or any other information to any other parties.

### Pricing Errors

Due to human error, we may unintentionally list or communicate an incorrect price. While we make every effort to ensure these mistakes do not happen, Lumecon cannot honor incorrect prices. In the event an order is placed with incorrect pricing, we will inform the customer immediately. At that time the customer will have the option to place the order with the correct pricing, or to cancel their order completely.

### Amendments

We may update these Terms & Conditions from time to time and any changes may be announced on the Lumecon, LLC web site or via email. By proceeding with a purchase from Lumecon, you accept the Terms & Conditions in effect at the time of purchase.

### Registration & Purchase

To register or purchase from Lumecon, LLC you must be eighteen years of age. You must ensure that the detail provided upon registration or at any time are correct & complete.

### Shipping

Lumecon offers Freight Prepaid (Allowed) on any size order of Lumecon products within the lower 48 states unless otherwise noted. All orders will ship via FedEx Ground. Contact us if you need your order shipped overnight or 2-Day Air. Extra charges will apply to Overnight and 2-Day air shipments, special requirements (lift gate services), restricted access areas (military bases, schools, etc), "heavy bulk" or "oversized" type items as well as shipments to residential addresses.

### General Return Policy

Within 30 days of the receipt of your order, a product may be returned and will be subject to a 25% restocking fee (excluding shipping costs). The product must not have been installed or used in any way, must be in its original box, and must be in resalable condition. To return a fixture, contact Lumecon to obtain a Return Material Authorization (RMA) number. This number is required in order to process returns. Lumecon must receive the product within 30 days of issuance of the RMA number, where it will be subject to evaluation. If

upon evaluation by Lumecon engineering staff it is determined that the product has been installed or damaged, the RMA will be canceled and no credit will be given. If the product is not received within 30 days, the RMA will be canceled. To initiate the return process, contact Lumecon at 248-477-5009, or send an e-mail to support@lumecon.com. The purchaser is responsible for all shipping costs both outbound & incoming.

### **Damaged Goods**

Any product that is received damaged or with a missing part must be reported within 48 hours of receipt. Lumecon, LLC cannot accept responsibility for any damages or missing parts not reported within this time frame. We also do not accept responsibility for any damage incurred during shipping or installation. All shipping damages must be reported to the shipper prior to installation. Please retain all packaging materials, and wait until an inspection has been done by the shipper. If you have disposed of any of the packaging materials of the shipment that arrived damaged, we will not be able to provide any replacement.

### **“Hold for Release” Orders**

Lumecon will not process “hold for release” or post-dated purchase orders. Any orders that are submitted to Lumecon for processing at a future date will not be entered or acknowledged until that date arrives.

### **Payment Options**

We accept Visa, American Express, and MasterCard. If you wish to establish credit with Lumecon and pay on standard net 30 terms, call 248-477-5009 or inquire by email at sales@lumecon.com.

### **Sales Tax**

Applicable sales tax will be added to your order for shipments to residents in the State of Michigan and Indiana.

### **Customer Service**

We strive to address any question or concern as quickly and effectively as possible. Please email sales@lumecon.com or call 248-477-5009 if you require assistance or information.

### **Warranties**

Lumecon LLC (“Lumecon”) warrants for the warranty period, with the limitations below, to the first user that all Products manufactured by Lumecon, when properly installed and maintained under normal conditions, are free from defects in material and workmanship. The Products covered by this warranty are products manufactured by Lumecon in the USA that are used for purposes as defined by Lumecon LLC. The warranty period begins on the date of manufacture labeled on the Product and ends ten (10) years thereafter. A defect will be deemed to exist in a Product only if either (a) there has been greater than 30% degradation in light output over the Warranty Period; or (b) more than 5% of the LEDs have totally failed.

### **Limitations of Warranty**

This Warranty does not apply to parts or assemblies that have been subjected to abuse, misuse, improper installation, abnormal service, accident, fire, improper repair or maintenance, tampering, or abuse, nor to parts or assemblies that have incurred extraordinary weather conditions. In particular, but without limitation, this warranty does not apply if the Product or LED array fails by reason of hurricane, tornado, or other catastrophic natural event.

**Exclusive Remedy**

Lumecon’s sole liability under this warranty is limited to the repair or replacement (at Lumecon’s option) of the defective Product or LED array. Under no circumstances will Lumecon be responsible for any other loss or expense whatsoever, including but not limited to charges or claims for labor, lost business, lost time, lost profits, loss of use or any kind of incidental, consequential or punitive damages, however denominated or described.

**Exclusion of all other Warranties**

This warranty is in lieu of all other warranties of any kind, whether expressed or implied, including but not limited to any warranties of merchantability or of fitness for a particular purpose.

**Procedure for Claims**

Any person desiring to make a claim under this warranty shall promptly notify Lumecon via email at sales@lumecon.com or by calling 248-477-5009. If Lumecon desires to examine the Product prior to disposition of any claim, Lumecon will issue an RMA number and specify a destination to which the claimed defective Product should be shipped, freight prepaid. The product must be received within 30 days of issuing the RMA or the claim will be canceled.

Lumecon may request from the user installation, maintenance and repair records related to the claimed defective Product. If such records do not show that appropriate installation, maintenance, or repair occurred, or if there are no such records, the claim may be denied. The burden of showing appropriate installation, maintenance and repair is on the user.

Upon receipt of the claimed defective Product, Lumecon will undertake such examinations of the Product as it deems necessary or desirable. If Lumecon concurs that the Product was defective within the warranty period, Lumecon will repair or replace the Product, freight prepaid.

If the Product reviewed by Lumecon does not meet the requirements of the Warranty, Lumecon will so notify the user and the user will promptly notify Lumecon that either (a) Lumecon is to repair or replace the Product at the user’s cost, with the return to the user being freight collect; or (b) that Lumecon is to dispose of the Product at the user’s cost.

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Accepted and Agreed

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date