

TERMS AND CONDITIONS

New accounts must be prepaid in advance by Certified Cheque, ETF or Credit Card.

100% deposit required for custom (non-stock, non-core products) orders. Established accounts are net 30 days subject to established credit limits and/or size of order.

Prices and specifications are subject to change without prior notice.

NO MINIMUM. F.O.B. Markham, ON Canada, FREIGHT PREPAID AND CHARGED unless otherwise negotiated.

A service charge of 2% per month will be charged on all overdue accounts.

ORDER ACCEPTANCE

All orders are subject to acceptance by the factory, which reserves the right to refuse any order.

All orders subject to credit approval and acceptance. A pre-payment amount or other security deposit or both may be required based on the cost and size of the order.

For custom sized and shaped fixtures or standard fixtures with special requirements (including all measurements), drawings in PDF and DXF file formats, approved/signed by purchaser must accompany all Purchase Orders. An order is considered "production ready" when all elements required by the factory to produce and ship your order are received. Incomplete orders are held out of production until required items are received by the factory.

SHIPPING

Domestic

The Purchaser is responsible for packaging costs and shipping costs. All shipping charges will be added to the invoice amount, unless shipping is arranged on the purchaser's carrier account. Large / volume orders will be packed to avoid any possible damage during shipping. Packaging / crating costs will be listed on the sales order. This may be an estimate to be finalized on the invoice.

International

Exporting goods to foreign markets is complex, and requirements vary by country. If you intend to export your order, our shipping department can handle the arrangements for your shipment and advise if there are any issues that might affect its import at your intended destination. However, due to the legal complexities surrounding international shipments, we are not permitted to provide any export documentation should you or your agent handle the export logistics. Crating costs will be listed on the sales order. Duties and tariffs are payable by the purchaser.

DELIVERY TIMING

All consideration will be taken to work within the purchaser's timelines. While endeavoring to meet the purchaser's delivery requirements, the Manufacturer accepts no responsibility for delays of any kind, whatsoever.

PRODUCT SUITABILITY

It is the responsibility of Buyer to determine the suitability of Seller's products for its intended use. Since Seller has no control over the final or intended use of its products, Buyer should conduct its own tests of these products in their intended application.

RUSH SERVICE

Rush service is available for most products, subject to approval by the manufacturer. If accepted by the manufacturer a 20% rush fee is added to the unit price. Please call the factory with your special needs. We will make every effort to accommodate your needs.

CLAIMS (SHORTAGES / DAMAGES – IN TRANSIT)

All shipments should be inspected, upon receipt, for damages and shortages. All carton(s), packing materials and damaged item(s) must be kept in original packaging as the shipper will otherwise not honor claims. In all cases, the purchaser assumes all risk of loss or damage to products in transit, and likewise assumes responsibility for filing a claim with the carrier. In the event of freight damage, notify the carrier immediately, and mark the bill of lading "damaged upon receipt". In the event of package shortages you must file a claim with the carrier and mark the bill of lading "shortage upon receipt".

The Manufacturer will not be responsible for the cost of replacement materials or freight expenses for goods damaged or lost in transit nor will the Manufacturer assume any responsibility for any expenses caused by delay.

INSPECTION CLAIMS(SHORTAGES)

All shipments should be inspected, upon receipt, for shortages. In the event of product shortages within the correctly packaged shipment you must notify the Manufacturer within 48 hrs of the receipt of the package.

CANCELLATION, CHANGES, RETURNS OF ORDERS / PRODUCT

If there is an issue with the purchaser's order, please contact our customer service department immediately. No changes or cancellations will be accepted once production has started. No returns of custom product will be accepted. In certain circumstances, the Manufacturer may "buy" back the LEDs to be reused in a solution but that is at the sole discretion of the Manufacturer. No returns of any kind will be accepted, after a period of 2 weeks from shipping date. Returned products must contain a return authorization number that has been provided by the Manufacturer customer service. Returned products must be shipped within one week from date of return authorization number issued date. A re-stocking charge equal to 25% of all materials and services invoiced, together with all freight charges, apply to all returns of standard stock and accessory products. Return freight costs will be the responsibility of the purchaser.

SITE VISITS

The Manufacturer does not provide onsite visits for troubleshooting or repair.

LIMITED WARRANTY

Lumify Inc. ("the Manufacturer") warrants that products (LED light panels, light boxes, specialty LED items, and LED light bars) shall be free from defects in materials and workmanship under normal use and proper installation for a period of five (5) years from the date of the original purchase (proof of purchase required). Accessories such as power adapters or dimmers carry their manufacturer's standard warranty (typically two (2) to five (5) years).

The exclusive remedy and entire liability under this warranty will be for repair or replacement at manufacturer's option.

The above warranty shall not apply to product defects resulting from (a) improper installation or maintenance; (b) misuse, neglect or accident; (c) damage during shipping or unpacking; (d) damage from hazardous environment; (e) use of power adapter with supply voltages other than that for which it is specified; (f) use of power adapters not tested and recommended by the manufacturer; (g) high voltage surges; (h) electrostatic discharges; (i) operation outside the product's specification; (j) failure to follow product instructions; or (k) improper wiring, including but not limited to exceeding or not meeting load requirements.

The warranty is void if products are disassembled, modified, improperly used, or invoice not fully paid within terms. The Manufacturer shall not have any obligation to repair or replace product until the purchaser returns defective product to the Manufacturer and all balance due is paid in full. Any replacement product may be either new or like-new, and may contain re-manufactured parts, equivalent to new in performance.

Returned products are subject to inspection and evaluation at the Manufacturer's facility. The Purchaser assumes repair, replacement and shipping costs should the returned products be deemed to be non-defective or to be damaged by the purchaser. Under no circumstances shall the Manufacturer be responsible for repair or replacement at the purchaser's facility or at any other installation site at its own cost.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE SUPPLIED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE PRODUCTS. THE MANUFACTURER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, ANY LOST PROFITS, INSTALLATION OR RE-INSTALLATION COSTS, OR OTHER INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, OR ANY OTHER LEGAL THEORY, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHETHER SUCH DAMAGES ARE FORESEEABLE. IN ANY EVENT, THE TOTAL AGGREGATE LIABILITY OF THE MANUFACTURER FOR DIRECT DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT.