

## **IlluminFx**

### **Terms and Conditions**

**(1) Shipping Claims**

All shipping claims, shortages and damages must be filed with and claimed to IlluminFx within 10 days.

**(2) Drop Shipments**

IlluminFx is not responsible for any damage, shortage or losses on any shipment, partial or total by the courier or the consignee, or for any fees or charges associated with such occurrences. Customer by requesting to drop ship to a third party destination agrees to pay for such shipments even in case of total loss of the shipment by the courier, trucking company or third parties.

**(3) Shipping Performance**

In no event shall IlluminFx agree to pay any fixed amount whether identified as a penalty or as liquidated damages for failure to meet shipping schedule. IlluminFx shall not be liable for any detention or delay in delivery, installations or for any loss, damage or expense due to any cause beyond IlluminFx's reasonable control including without limitation, an act of God, act or omission of the buyer, embargo or other governmental act or authority regulation or request, fire, theft, accident, strike, slowdown, a war, riot, delay in transportation, inability to obtain necessary labor, material or manufacturing facilities.

**(4) Pricing**

Prices are subject to change without notice. IlluminFx reserves the right to adjust upwardly certain or all of its prices to reflect anticipated volatility in costs of critical raw materials and components. The buyer agrees that the title to merchandise remains in IlluminFx until entire purchase has been paid. Typographical or clerical errors in quotation orders or acknowledgements are subject to correction.

**(5) Terms of Payment**

Net 30 upon approved credit. A finance charge of 1.5% per month will be charged on past due accounts. Customer agrees to pay any costs incurred by IlluminFx in enforcing the terms of this agreement, including collection costs.

**(6) Limited Warranty**

Exclusive limited warranty to first non-retail buyer. IlluminFx expressly warrants to the first non-retail buyer of its products and no one else that the items sold hereunder to be free from manufacturing and/or material defects for a period of one year from the date of shipment to the buyer. This warranty applies only to products and/or components thereof manufactured by IlluminFx or by others for IlluminFx under license, and does not apply to products and/or components thereof designed, manufactured and/or assembled by others, for which IlluminFx makes no warranties whatsoever. Any warranty on such items shall be limited to the warranty provided by the manufacturer(s) and/or supplier(s) thereof to IlluminFx. IlluminFx is not responsible for any labor costs in connection with the installation, removal or replacement of warranted products or for any consequential damages. This warranty does not apply to products which have been altered, modified or repaired by anyone other than IlluminFx nor shall this warranty apply to defects for which written notice thereof is not received during the one-year warranty period. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

**(7) Buyer's Exclusive Remedy**

Buyer's sole and exclusive remedy as against IlluminFx for breach of any provision of any agreement between IlluminFx and/or its representative(s) and buyer or any warranty hereunder shall be strictly limited to the repair or replacement of any nonconforming item and/or part providing that it is promptly returned to IlluminFx's factory, FOB, 22 Harcourt Road, Rochester, NY 14606, within one year from the date of shipment to the buyer, with a written request by buyer that IlluminFx repair and/or replace the nonconforming item

and/or part. IlluminFx retains the sole discretion to determine whether any item or part is nonconforming and, if so, whether the item and/or part will be repaired and/or replaced. IlluminFx's repair and/or replacement of any nonconforming item and/or part thereof shall constitute fulfillment of all obligations to the buyer. IlluminFx shall not be responsible or liable for any expense, including freight charges, or repairs made outside IlluminFx's factory, unless expressly agreed to by IlluminFx in writing.

**(8) Limitation of Liability of IlluminFx**

In no event shall IlluminFx be liable for indirect, incidental, special and/or consequential damages of any kind arising out of or related to, directly or indirectly, any breach of any agreement between IlluminFx and/or representative(s) and buyer, any warranty hereunder, and/or the existence, design, manufacture, purchase, use and/or operation of any item(s) sold hereunder even if IlluminFx has been advised of the possibility of any such damages.

**(9) Return Goods Authorization**

No products are to be returned without prior, written authorization from IlluminFx, including an RGA number. Buyers are not to assume settlement and IlluminFx will not be bound via deductions from remittance due. In addition, IlluminFx will not assume responsibility for claims arising from improper installation, abuse or damage to the product made during installation of the product or by the ultimate end user. Credit notes approved by IlluminFx will be applied towards future purchases only. Where the buyer requests authorization to return products for reasons of his own, and issues approval for return, buyer will be billed a 50% restocking charge plus outbound freight. The return shipment is to be freight pre-paid by the buyer. The buyer shall be responsible for all outbound shipping costs on freight-allowed shipments being returned. All material must be in salable condition and of current design. No obsolete items, special sales items, or those special products built to the buyer's specification will be accepted for return. IlluminFx will not be responsible for products returned without proper authorization or identification. No returns allowed after 6 months of purchase.

**(10) Termination of Order**

Any order may be terminated by the buyer only upon payment of all reasonable charges based upon expenses already incurred and commitments made by IlluminFx. All cancelled orders must be done by fax or e-mail before shipping.

**(11) Architectural Specifications**

While the product dimensions listed in IlluminFx's literature and spec sheets are normally accurate they should not be used for construction purposes.

**(12) Image Use, Internet Advertising and Pricing Policy**

All IlluminFx images and descriptions, pricing and etc., contained in paper, electronic and all other media are the property of IlluminFx. Anyone wanting to use any or all of IlluminFx intellectual property in internet, traditional, electronic, social and all other media, MUST submit a formal request for approval to IlluminFx corporate, and MUST receive a written approved reply from IlluminFx corporate prior to any use. This includes, but not limited to, text, email, website (direct and via 3<sup>rd</sup> parties) and all social media. All pricing shown in these traditional and alternative media shall be substantially higher than the pricing contained in this document. Contact IlluminFx corporate for details, terms and conditions regarding these policies.