

Emergency Lighting Warranty Terms & Conditions

ACCEPTANCE

BeLuce Canada Inc. accepts issued purchase orders upon the conditions that are herein contained under BeLuce Terms & Conditions that have been accepted by issuer. Superseding and repudiating any conflicting terms and conditions of issuer, unless an exception is issued in writing and signed by an authorized officer of BeLuce Canada Inc..

MINIMUM BILLING

Minimum charge on any order will be \$100.00 net, unless otherwise authorized.

PAYMENT TERMS

Upon credit approval, BeLuce Canada Inc. customer payment terms are NET-30 days from the date of the invoice. Any payment not received within the set terms shall be considered late and past due. Past due invoices shall be subject to an interest rate charge of 1.5% per month, or fraction thereof, or the maximum permitted by law, whichever is less. In the event that it becomes a necessity for BeLuce Canada Inc. to employ an attorney or incur other costs in relation to the collection of past due payments, the customer agrees to pay all reasonable costs incurred for such collection.

PRICES

All pricing is set by BeLuce Canada Inc. and are net F.O.B. factory (point of shipment origin). BeLuce Canada Inc. reserves the right to change the pricing and discount structure without notice. Any order without an accompanying quotation number will be priced at book price and BeLuce will not honour credit on any price differences resulting after invoicing. Written quotations are firm for 30 days from the date of quotation, unless otherwise noted. The amount of applicable sales tax, excise duty or levy shall be added to the billing unless appropriate exemption certificates are provided to BeLuce Canada Inc..

DELIVERY

Upon receipt of purchase orders, BeLuce Canada Inc. assigns scheduled shipment dates if not specified on the standing order. Shipment dates are estimates only. BeLuce Canada Inc. shall not be liable for delays in delivery due to causes beyond our reasonable control. Severe weather conditions, fires, strikes, floods, delays of carriers or delays arising from labour difficulties, pandemics, shortages, stoppages of any sort can all effect the estimated delivery time.

CANCELLATIONS & HELD ORDERS

Cancellation charges may result when an order is cancelled and are at the discretion of the BeLuce factory location. Hold for release and deferred orders will be invoiced at the price in effect on the date of release.

FREIGHT ALLOWED SHIPMENTS

All shipments are F.O.B. factory or point of shipment origin. Delivery of equipment to the designated carrier shall constitute delivery to the customer regardless of freight payment. Freight is prepaid on all unit equipment shipment of \$1,250.00 net minimum shipped to one location in a single shipment. Freight allowance is not offered on AC Standby (inverter) systems. BeLuce Canada Inc. reserves the right to route all qualified freight allowed shipments via the most affordable and efficient surface route. The customer has the option to specify additional shipping services and will assume all extra transportation costs including tail-gate truck requirements. For areas outside the standard delivery zones, BeLuce will ship prepaid (where qualified) to the nearest distribution centre of the courier of our choice or the branch location of the distributor choice only. Shipment beyond these points will be subject to further charges.

DAMAGES / SHORTAGES

It is the responsibility of the customer to report all freight damages to the carrier within 48 hours of receipt of shipment. Title and risk to products passes to the customer once a carrier takes receipt of the product. The consignee should file claims for damages with the freight carrier for loss or damage during transit. Product that is short shipped must be reported within 10 days from receipt of shipment at destination. No claim for shortage or freight damage will be honoured after the indicated times have expired.

RETURNS

All returns must be accompanied with a factory issued (RMA) number. No returns will be accepted without a Return Material Authorization number. When requesting an RMA, the customer's name, original purchase order number and reason for request to return goods must be provided. BeLuce Canada Inc. must receive returned goods within 30 days of RMA issuance. Transportation charges must be prepaid. All returned goods must be properly packed to prevent shipping damage. The factory issued RMA number must be visible on the exterior of the package. Products returned must be current in design, in new condition and in original factory sealed packaging.

Products containing time-sensitive components, such as batteries, that have reached the end of their warranty or shelf life are not returnable. Non-defective products older than one (1) year from the date of purchase are not returnable. Custom built or modified products and equipment are not returnable. All returned products will be inspected. Returned goods that are not defective are subject to a standard restocking fee. If the product returned meets the criteria a restocking fee will be applied and a credit will be issued. If the product does not meet the criteria for the return the product will be returned at the purchaser's expense and no credit will be given.

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BeLuce Forza, Borealis and Aurora inverters are non-refundable and non-returnable. Nova UAC series inverters may be returned following our standard RMA procedures.

LIMITATION OF LIABILITY

BeLuce will replace or repair (at BeLuce's option) any product or product part which, under normal use, proves defective in workmanship or material within (1) one year on all products. LED strips are warranted to be free of defects in materials and workmanship for (5) five years. This warranty does not include lamps or batteries (see below). The warranty period becomes effective from the date of shipment or invoice, whichever is earliest. Warranty coverage is honoured only when the product is properly applied, installed and inspected in accordance with provincial electrical requirements. Alteration of product, misuse or physical abuse will void the factory warranty. BeLuce may at its option choose to repair a defect which shall constitute fulfillment of warranty obligations. Any claims made to BeLuce for liability to products, whether the claim is based on contract or negligence, shall not exceed the cost of correcting defects in the products and must be agreed upon in writing by an authorized BeLuce representative. Charges for special incidental costs, labour, back charges and other costs incurred as a result of product defect will not be honoured unless first agreed upon in writing with an authorized agent of BeLuce.

INTERNO LED

The Interno LED and Interno Basso have a three year warranty for the electronics and 1 full year and 2 pro-rated for lead calcium battery, 1 full year and 4 pro-rated for nickel cadmium battery.

CANCELLATIONS & HELD ORDERS

Cancellation charges may result when an order is cancelled. Cancellation charges are at the discretion of the BeLuce factory location and will be based on % of completion to offset costs for parts and labour. Hold for release and deferred orders will be invoiced at the price in effect on the date of release.

WARRANTY - LAMPS & BATTERIES

LED lamps & LED arrays carry a (5) five year warranty. All other lamps are not covered under the BeLuce warranty.

Batteries are warranted in full for one year and nine (9) years pro-rata. After the full warranty period ends, the replacement price will be determined by the current net price less 10% for each full year remaining in the warranty period. If the product is discontinued, BeLuce may provide an equivalent product, at their discretion. Batteries have a 6 month shelf life. Batteries must be installed and continuously charged within the 6 months or the warranty will be void.

Age of the battery	Replacement Value
1 Year	100% Replacement value
2 Year	90% Replacement value
3 Year	80% Replacement value
4 Year	70% Replacement value
5 Year	60% Replacement value
6 Year	50% Replacement value
7 Year	40% Replacement value
8 Year	30% Replacement value
9 Year	20% Replacement value
10 Year	10% Replacement value