

# Luce Terms & Conditions

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## ACCEPTANCE

BeLuce Canada Inc. accepts issued purchase orders upon the conditions that are herein contained under BeLuce Luce 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..

## CANCELLATIONS & HELD ORDERS

Cancellation charges may result when an order is cancelled and 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.

## 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, shortages, pandemics, stoppages of any sort can all effect the estimated delivery time.

## 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. 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 48hours 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. Custom built products and equipment are are non-cancellable and non returnable. Lighting products are considered custom when they contain a feature that is considered an option in the pricing guide such as custom colour, dimming ballasts or other such non-standard modifications. The determination of custom is at the factory's discretion. Returned goods that are not defective or custom are subject to a standard restocking fee determined by BeLuce at their discretion.

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## **LIMITATIONS OF LIABILITY**

BeLuce will replace or repair (at BeLuce's option) any lighting product or product part which, under normal use proves defective in workmanship or material within (1) one year. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. LED modules contained in Luce products are warranted to be free of defects in materials and workmanship for (5) five years. This warranty does not include lamps, ballasts or LED power supplies (see below). The warranty period becomes effective from date of invoice or shipment 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.

## **LAMPS, BALLASTS AND LED POWER SUPPLIES**

BeLuce will honour a (5) five year warranty on factory supplied LED power supplies and (1) one year on fluorescent ballasts. Any remaining ballast or power supply warranty will be at the discretion of the manufacturer. Lamps are not covered under the BeLuce warranty. Please note that some lamps may require the product to be enclosed or the lamp to be rated for open use. It is the customer's responsibility to ensure compliance of their local code requirements based on their applications.

## **LED CCT**

The continual evolution of LED products may effect the ability of BeLuce to offer an exact match (Correlated Colour Temperature, CCT) for future replacements.

## **EPA RATINGS**

All lighting fixtures designed for outdoor use (pole top mounting) include an EPA rating. It is the customer's responsibility to obtain this EPA rating from the factory before selecting the appropriate load bearing pole. Failure to confirm EPA ratings and to select the correct size pole product is deemed a misapplication of product and will result in cancellation of the BeLuce factory warranty.