

LUMINIS USA Inc.

3555 N.W. 53rd. Court
Ft. Lauderdale, FL. 33309

GENERAL TERMS:

- The following terms and conditions constitute the entire sales agreement between LUMINIS Inc. and the purchaser. Any contrary conditions submitted by the purchaser shall be null and void unless accepted in writing by LUMINIS.
- It is agreed that the purchaser has full knowledge of the terms and conditions of sale for each transaction and has accepted them in full.
- LUMINIS reserves the right to modify or alter or discontinue any product without prior notice.
- Published printed material may include clerical errors. LUMINIS will not accept any responsibility resulting from printed errors.
- Quotations do not constitute a final proposal. LUMINIS may, at its convenience review quoted prices, and reserves the right to refuse any order.
- Materials received by the purchaser remain the property of LUMINIS. until full payment has been executed.

PRICES:

- All orders are none cancelable after release. Orders entered on hold for release, are subject to price review after 90 days. Orders entered with submittal drawings for approval will be subject to price review if drawings are not returned and released after 90 days. Multiple shipments for the same order will be subject to price review.

CREDIT:

- **2% the tenth of month following, or Net 30 days** from date of invoice, for all **accounts on open credit only**.
- **New accounts:** minimum opening order of \$1500 is required. Two weeks are required after credit information has been provided, to process credit. Orders will not be released during this time.
- **C.O.D. orders:** payment will be required two weeks prior shipment. **25% deposit** will be required for orders above **\$1000**.
- **Minimum order:** is \$500. Orders less than \$500.00 will have a surcharge of \$50.00.
- All orders, on open credit, paid over 60 days will have its account status changed to **C.O.D.** terms.
- LUMINIS may, at its convenience, require a deposit for orders of large amounts requiring a special production run of standard products.

2003 SALES POLICY V.3

FREIGHT:

- All shipments are **F.O.B.** plant. (Free on board)
- Cost of freight will be allowed for all orders above **\$5000. Set-up charges not included.** (One shipment only)
- Freight allowance is **extended only to accounts on open credit.**
- Purchaser will assume all freight costs other than the usual method and frequency determined by LUMINIS.
- **Collect or prepaid freight:** LUMINIS will appoint a carrier of its choice, unless otherwise requested.
- LUMINIS will refuse to allow cost of freight to any destinations not serviced by national carriers. Or any other destinations where cost of freight is exceeding allowed amount determined by LUMINIS.
- Freight is allowed for **one release, on one shipment for one quotation.**
- **Claims:** LUMINIS will cease responsibility upon acceptance of material by the carrier. Lost merchandise, visible or concealed damaged material must be reported by the consignee within a maximum of **10 days** from date of reception. LUMINIS will cooperate, but will not be responsible. LUMINIS will require full payment for shipped goods lost or damaged in transit.
- Purchaser will be responsible for all additional costs related to materials not received when delivered by the carrier.

DELIVERIES:

- LUMINIS will not accept any responsibility resulting from uncontrollable manufacturing delays.
- Delivery dates are approximate. LUMINIS will refuse all orders showing an **"On site date"** or **"penalties for delays"**.
- Definition of date of release:
Release date is established only when all pertinent information have been provided allowing manufacturing. **Date of purchase order or date of order released,** do not constitute the **date of release to production.**

CANCELLATIONS:

- LUMINIS will require a minimum of 50% up to the full amount on all orders in production.
- No returns will be allowed on shipped goods.

LIMITED WARRANTY & CLAIMS:

- All materials are guaranteed to be free from defects in materials or factory workmanship for a period of one year from the date of invoice. This warranty will be null and void if equipment has been abused, improperly used or installed, or modified. All repairs must be executed in factory.
- *Three years* limited warranty on paint finishes.
- Field labor charges will not be considered, unless they have been submitted to Luminis prior to their execution and accepted by a signing officer of LUMINIS.
- LUMINIS will not accept any deductions on payments or charges in relation to labor or materials performed or supplied without a written authorization by a signing officer of LUMINIS.
- **Sales representatives are not allowed** to authorize any form of expenses on behalf of LUMINIS.
- This warranty is applicable only on materials fully paid by the purchaser, to the satisfaction of LUMINIS. This warranty is given to the purchaser. The warranty shall not exceed the cost of item ordered, and is applicable only to the product.
- This warranty is extended to the final destination indicated on the purchase order issued by the purchaser

SPECIAL PRODUCTS:

- Luminaires are made to order in limited quantities ordered. LUMINIS has no obligation to produce additional components or luminaires.
- A minimum deposit of 25% up to full payment will be required, prior to the release of any order to production.
- Custom made luminaires are not cancelable or returnable.

RETURNS:

- All returns must be clearly identified with a return authorization number issued by LUMINIS. All other unauthorized returns will be returned to sender at his expense.

LUMINIS USA Inc RESERVES THE RIGHT TO MODIFY OR CHANGE THE CONDITIONS IN GENERAL OR, WITH ANY PARTICULAR ACCOUNT OR, SALES TRANSACTION AT ANY TIME AND AT ITS CONVENIENCE.
LUMINIS USA Inc, 2003.