



Terms & Conditions

The conditions set forth herein shall apply to the sales of the goods/material described herein notwithstanding any other conditions contained in Buyer purchase order. Buyer's acceptance of the material shall constitute Buyers' agreement to such conditions.

Credit Terms

Unless otherwise specified by Electro-LuminX® Lighting Corporation, Inc. invoices are due upon shipment of goods; 50% due at time of order and balance at time of shipping. For credit holders, invoices are due in full 30days from ship date. Please contact our Accounting Department at 805-320-7303 if you would like Credit Terms. Credit Terms are not available on Custom Panel Orders.

Freight Damage

Please inspect all products received for freight damage immediately. ICC regulations state that all claims for freight damage whether visible or concealed must be made within in fifteen (15) days of delivery date or the claim will be denied.

Concealed Damage is defined as damage that is not apparent until the goods have been unpacked. The contents may be damaged by rough handling even though the carton or crate may not show any external damage.

Visible Damage is defined as damage that is immediately apparent upon delivery. If you choose to receive the freight, please note all visible damage, in detail, on the freight bill *before* you sign the freight bill. If you refuse the freight due to damage please call 804-355-1692 and notify a Customer Service Representative. Electro-LuminX® Lighting Corporation, Inc. is not liable for damage to product after the product leaves our facility, for help in filing a freight claim please call 804-355-1692 and speak with a Customer Service Representative.

Product Returns

Before goods may be returned a Return Authorization Form must be obtained and approved by Customer Service. To obtain a Return Authorization Form please call 804-355-1692 for assistance. All returns will be subject to a re-stocking fee. All goods must be in new and unused condition. ***ALL CUSTOM ORDERS ARE NON-REFUNDABLE.***

If product is received and determined to be used, the product will be subject to a 100% restocking fee of original amount, including freight cost, if applicable. You will be billed for the returned goods. Failure to pay will result in credit hold and/or your account being turned over to collections.

Replacement goods will be shipped via UPS Ground, unless customer prepays for expedited shipping.

Credits/Overpayments

If you have made an over payment on your invoice and would like to request an account credit for future purchases or a refund of the overpaid amount please contact our Accounts Receivable Department at 805-320-7303. Please allow 1 to 2 weeks for you request to be processed.

Warranty

Electro-LuminX® Lighting Corp. (Electro-LuminX®), 1320 North Boulevard, Richmond, VA 23230 warrants that its Light Tape® lamps will be free from any defects in material and workmanship for 1 year after date of purchase:

Electro-LuminX® Lighting Corporation
1320 North Boulevard ▪ Richmond, VA 23230
Phone 804-355-1692 ▪ Fax 804-355-1695
www.lighttape.com



In order for this warranty to be valid, the following conditions must apply:

- A qualified electrical technician is recommended to install the Light Tape® lamp and power supply, and local electrical codes should be followed during installation.
- The Light Tape® lamp(s) and Electro-LuminX® power supply must be operated in accordance with the Safety and Handling guidelines recommended by Electro-LuminX®.
- The Light Tape® lamp and connector must not be exposed to excessive or abusive handling that can result in damage to the protective lamination or connection point.
- All exterior installations must be mounted in a certified extrusion system to allow Light Tape® to expand and contract with changes in the environment.
- The Light Tape® system should operate in accordance with National Electric Code (NEC) or the Standards for Safety by Underwriters' Laboratory, Inc. (UL, ULc or CSA) or European Conformité Européenne Standards (CE) or the Standards of the American National Standards Institute (ANSI) and with the Installation guidelines published by Electro-LuminX®.
- In the event of a warranty claim, buyer shall comply in all respects with the Return Authorization Policy from Electro-LuminX® in place at that time.

Electro-LuminX® warrants that Light Tape® lamps brightness and color are within specification.

Minor color and brightness variations between panels are normal. Minor variations of brightness within a panel are also normal.

Electro-LuminX® reserves the right to examine and test all Light Tape® lamps and power supplies claimed to be defective. Electro-LuminX® also reserves the right to be the sole judge as to whether any lamp or power supply is defective and covered under this Warranty. Electro-LuminX® shall correct any defects, at Electro-LuminX®'s option, by repairing any defective part, replacing any defective part, or refunding the purchase price paid for only the defective part or parts on a prorated basis.

Limitation of Liability

Electro-LuminX®'s total liability to buyer for damages for any claims, losses or damages arising out of or in any way related to any cause whatsoever in relation to this agreement, whether based in contract, tort (including negligence and/or gross negligence), strict liability, breach of warranty, or other cause (a "claim") shall in no event exceed the purchase price of the particular shipment with respect to which such claim relates. Notwithstanding the forgoing sentence, under no circumstances shall Electro-LuminX® be liable for any damages for loss of use, interruption of business, lost profits, revenue or opportunity, claims of third parties for injury to persons or property, or for other special, exemplary, incidental, indirect, punitive, consequential or other damages of any kind or nature.

Electro-LuminX® warrants that the product sold shall meet seller's standard specification for the product in effect at the time of shipment and further warrants that the product does not infringe the claim of any United States patent existing as of the date of delivery covering the product itself; Electro-LuminX® makes no other representation, guarantee or warranty, express or implied, of any kind or nature and in particular and without limitation, seller expressly disclaims any representation or warranty of merchantability or fitness for a particular use or purpose with respect to the product, whether used singularly or in combination with other substances or in any process or otherwise. Additionally, to avoid any misunderstanding, Electro-LuminX® product is appropriate for buyer's application and that buyer's products, as designated and manufactured, are safe and effective.

Electro-LuminX® Lighting Corporation, Inc. reserves the right to revise these policies without notification. For questions regarding these policies please contact a Customer Service Representative at 804-355-1692.

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