



LumenTruss™ Terms and Conditions

QUOTES

Price requests made by email, phone or fax are processed as soon as possible. Each quote is valid for a period of thirty (30) days and includes an estimate of transportation costs according to the type of product chosen, weight and dimensions (e.g.: order delivered on a pallet versus a standard box or tube, assembled fragile products or products with non-standard dimensions). After the expiry of the thirty (30) day period, LumenTruss™ reserves the right to revise the quote.

RELEASE AND REVIEW OF AN ORDER

LumenTruss™ considers receipt of your purchase order (#PO) as confirmation that your order has been released. Any manufacturing and/or shipping delays must be clearly identified for production planning purposes. Please ensure that your purchase order includes clear instructions and that the people involved in the project are informed. Changes made after the order has been released may result in charges and delays.

INITIAL DEPOSIT

LumenTruss™ reserves the right to require an initial deposit of 50% before processing any order. When the order includes one or more custom or special order products, the 50% initial deposit is non-refundable. All orders must be prepaid by bank transfer, cheque or credit card and will not go into production until payment is received and confirmed by LumenTruss' billing department. Cancellations are subject to the terms of our "Cancellation Policy" (see below) and charges as defined in that policy.

NEW CUSTOMERS: After the account opening document has been fully completed, the first three (3) orders must be paid in full before being shipped.

PAYMENT

The Distributor and/or Agent, and/or Reseller, and/or Customer has a period of thirty (30) days from receipt of the invoice to pay the amounts due to LumenTruss™. There are no credit fees for current purchases on the statement of account if the total balance shown on the statement is paid in full by the due date indicated. Otherwise, current purchases on the account statement will be subject to credit fees, calculated on the average daily balance from the date of each purchase until they are paid in full, at the current annual interest rate of 25% per year during the period covered by the account statement. However, if the balance shown on a subsequent statement is paid in full by the due date indicated on the statement, purchases previously unpaid will be exempt from credit charges for the period during

which such full payment is made. LumenTruss™ reserves the right to claim reimbursement of all costs and expenses incurred, including legal fees related to the recovery of amounts due.

RETURNS AND CLAIMS POLICY

Please refer to the following policies for all product returns or claims, with the exception of samples, items not held in inventory (special order) and custom-made items (see relevant paragraphs hereafter).

No returns will be accepted without LumenTruss' written consent, **Return Merchandise Authorization (RMA) form** and shipping instructions. This applies to both defective (a) and non-defective (b) returns.

- a) RETURN OF DEFECTIVE MERCHANDISE: Returns of defective merchandise are governed by LumenTruss' warranty policy and must follow the established procedure. LumenTruss reserves the right to repair or replace any defective merchandise, at its sole discretion and on a case-by-case basis. LumenTruss reserves the right to recover any defective merchandise for analysis and testing in order to find a solution to a problem.
- b) RETURN OF NON-DEFECTIVE GOODS: **Returns of non-defective goods must be made within three (3) months at the expense of the Distributor and/or Agent and/or Reseller and/or Buyer.** Returned products must be shipped in their original packaging and in **a condition that allows resale***. Any product sold in a package (package of 2, 4, 6, etc.) must be returned in a complete package. After inspection, returned products will be subject to a 30% restocking fee (minimum \$40). No returns will be applied on products shipped as a replacement. ***A condition that allows resale** is defined as any merchandise that is returned to us in the same condition as it was shipped, i.e. unused and in its original packaging. For example, if a driver's knockout closures have been broken, the driver will not be allowed to be returned.

In the event that LumenTruss offers a credit, the credit granted will be valid for a period of up to three years from the time the credit has been authorized and issued. The credit can be applied to a current invoice or a future purchase. **Under no circumstances will LumenTruss reimburse a credit in the form of a cheque or cash to anyone.** After three years, any credit will be written off the books of LumenTruss and cannot be reinstated for any reason whatsoever.

Procedure: All requests for returns and claims must be sent by email or fax to our sales office and must include:

1. The order code (LMxxxx) for each LumenTruss product and its description.
2. The order number and PO number.
3. The reason for the return.
4. A photo or photos showing the problem.

Contact information for RMA:

Email: [**rma@lumentruss.com**](mailto:rma@lumentruss.com)

Fax: **514-903-0649**

Toll-free number: **1-855-384-3384**

All goods returned to us must be accompanied by the RMA form issued and approved by LumenTruss™. If goods are received **without an RMA authorized form** by LumenTruss™, we reserve the right to return the goods at the shipper's expense.

Only products listed on the RMA (Return Merchandise Authorization) will be accepted as returns. If the returned items do not comply with the RMA document issued and approved by LumenTruss™, LumenTruss™ reserves the right to return the goods at the shipper's expense.

When a return is accepted and the approved RMA form has been emailed to the person who submitted the request, the products must be returned within 30 days. LumenTruss™ will not accept any additional time unless otherwise agreed upon by the parties.

RMA pick-up: When an RMA is authorized and pick-up is provided by LumenTruss, it is the responsibility of the person who submitted the RMA to ensure that the merchandise to be returned is properly packaged, that the address designated for pick-up is accurate and that there is someone at the pick-up address who can provide the carrier with the merchandise to be returned. In the event that a carrier shows up and is unable to pick up the items identified on the RMA, for any reason whatsoever, the shipping charges will be billed to the person who submitted the RMA.

After receipt and inspection of returned goods, whether defective or in perfect working order, LumenTruss reserves the right to refuse any RMA request, even if it has been previously authorized. LumenTruss will communicate the reason for the refusal to the sender and will return the goods at the sender's expense.

DAMAGED OR LOST GOODS DURING TRANSPORT

DAMAGED GOODS: Before leaving our warehouse, all merchandise is packaged to meet the highest industry and transportation standards.

- TRANSPORT INSURED BY THE DISTRIBUTOR, AND/OR AGENT, AND/OR RESELLER, AND/OR CUSTOMER, OR BY YOUR DESIGNATED CARRIER: LumenTruss is not responsible for damage to goods that occurs during transport. It is your responsibility to examine the goods upon receipt and make any necessary claim with your carrier.
- TRANSPORTATION INSURED BY LUMENTRUS: In case of merchandise damaged during transport, it is your responsibility to inform LumenTruss in writing and to send photos within three (3) business days following delivery. Failure to make a claim to LumenTruss within three (3) business days and to produce photos constitutes acceptance of the goods and/or invoice and a waiver of any defect, error or lack.

LOSS OF GOODS: From the moment an order leaves our warehouse, which order is shipped by LumenTruss, delivery is made within a maximum of ten (10) working days following the date of shipment. **If you have not received your order after 10 working days, you must absolutely inform us so that we can make an official request to the carrier to search for the package.** As soon as the carrier declares the merchandise lost, LumenTruss™ will be able to proceed with the replacement of items that are considered lost and recognized as such by the carrier. If you fail to notify us of the loss of your package or order within ten (10) working days following the shipping date, LumenTruss considers that you have received your order or package, and declines all responsibility for the loss of the order or package.

In the case of broken or damaged or lost merchandise during an order whose delivery is paid for by you and made by your designated carrier, our liability ceases at the time the designated carrier takes possession of the merchandise for transportation and delivery. You must address your complaint directly to your carrier.

MISSING PARTS AND/OR ITEMS IN AN ORDER

In the event that parts and/or items are missing when the order is received or that the number of items does not correspond to your PO, you have three (3) working days to inform us. After this time, we consider that you have received the items you ordered and for which you will be invoiced. It is the responsibility of the Distributor and/or Agent and/or Reseller and/or Buyer to verify upon receipt that

the items shipped correspond to the items listed on your order form. LumenTruss cannot be held responsible for items that are lost on site or misplaced.

RETURN OF ITEMS IN STOCK

A 30% restocking fee (minimum \$40) will apply to any return for credit or exchange of items purchased within the last three (3) months. Transport costs will be the responsibility of the customer. We reserve the right, at any time, to refuse any credit for a return of merchandise, which will be returned at the shipper's expense in the event of non-compliance, following inspection of the merchandise.

RETURN OF ITEMS NOT IN STOCK (NS—SPECIAL ORDER)

All products with a NS—special order status, that are ordered especially for you and are not part of our regular inventory, cannot be returned and must therefore be considered as a final sale.

NS = **No Stock**

RETURN OF CUSTOM-MADE ITEMS

LumenTruss™ manufactures custom products to your specifications. LumenTruss™ considers the sending of your PO form as the final and definitive confirmation of the specifications according to which we manufacture your product. These products cannot be returned and must therefore be considered as a final sale.

SAMPLES AND DEMO BOXES

LumenTruss™ offers the opportunity to purchase samples and demo boxes through its catalogue and website. There is no return policy for these products, which are priced to cover manufacturing costs only. The purchase of a sample or demo box does not guarantee the Buyer the right to deal directly with LumenTruss afterwards. In Quebec, Canada and the United States, LumenTruss deals with authorized distributors and agents who sell its products to consumers.

MODIFICATION OF THE PRODUCT OTHER THAN STIPULATED

Any modification to products made by personnel not authorized by LumenTruss™, cancels the product warranty and is therefore not returnable for credit or exchange.

INSTALLATION

LumenTruss™ does not offer the installation service for its products.

LumenTruss™ disclaims all liability for installation and labour costs, loss of profit, or any other expense related to the replacement and/or repair of a product under warranty.

WARRANTY AND EXCLUSIONS

LumenTruss™ products are warranted for two (2) years (see **PRODUCT RANGE below**) from the date of shipment. This warranty covers only LumenTruss products properly installed and used under specific conditions. For the duration of the warranty period, LumenTruss will repair or replace at no charge, and at its sole discretion, defective products, provided they are returned to the factory and our inspection determines that the unit is defective under the terms of this warranty. Repair or replacement, as stated above, is the purchaser's exclusive warranty, which does not extend to transportation, installation, labor or any other charges. LED accessories are fully warranted for one (1) year from the date of shipment.

The above-mentioned warranty applies only to direct purchases from LumenTruss™ or from an authorized Distributor and/or Agent, and/or Reseller, and/or Customer.

LumenTruss™ Limited Warranty products shall be the sole and exclusive remedy of the Distributor and/or Agent, and/or Reseller, and/or Customer, and LumenTruss™ sole liability to him or her. NO OPERATIONAL WARRANTY for any specific or particular purpose is made or to be implied. No other warranty applies unless it is specified as the manufacturer’s warranty. LumenTruss™ will not, under any circumstance, whether as a result of a breach of contract or warranty, tort, or otherwise, be liable for any costs or damages, including, but not limited to, lost profits or revenues, incidental, special or consequential damages. No distributor, salesperson, dealer, retailer or other representative has the authority to change or modify this warranty, either verbally or in writing, in any respect.

EXCLUSIONS: This limited warranty shall not apply to loss or damage caused to the product by: negligence, abuse, vandalism, public disturbances, power surges, incorrect power supply, power fluctuations, misuse of the product, improper use of the product, installation of the product in an unsuitable environment, improper handling of the product, improper installation of the product, installation that does not comply with the assembly plan recommended by LumenTruss, improper storage of the product, improper maintenance of the product, acts of God and natural disasters, accidents, alterations and/or modifications of the product by a person other than authorized personnel at LumenTruss™.

PRODUCT RANGE

The warranty of our product range applies from the date of shipment. LumenTruss™ makes a warranty distinction according to the type of use chosen: indoor or outdoor.

	INDOOR USE	OUTDOOR USE
LumenTruss™ profile used with LumenTruss LED strip and LumenTruss / Ezled Power Supply	5 years	3 years
LumenTruss™ Product	2 years	2 years
DECODEL Product	1 year	1 year
DECODEL Product used with Ezled Power Supply	2 years	1 year
LED accessories	1 year	1 year

CANCELLATION OF ORDER

Any request for cancellation prior to shipment must be made in writing and authorized by our Customer Service Department. Orders for ready-to-use items may be cancelled prior to shipment; restocking charges may apply. All other orders cannot be cancelled unless LumenTruss is compensated for work already completed and any special equipment required that LumenTruss has acquired for that order. When an order is cancelled after it has been shipped or if the order is refused at destination, all storage, delivery and return costs, as well as restocking charges will be charged to the customer. Please note that on all custom made custom projects, NO cancellation or modification

requests will be accepted after receipt of your purchase order and the required 50% initial deposit is non-refundable.

PRICE

All prices are subject to change without notice. Any increase in the cost of materials will be communicated in advance through a newsletter or email. The merchandise ordered will be shipped at the prices in effect at the time of purchase. A charge will be applied to any "rush order" or RUSH that is required within four (4) weeks, which represents our standard delivery dates. Please note that this fee is non-refundable as LumenTruss™ will have rendered the order "rush".

In the event of a discrepancy between the price indicated on the client's purchase order (#PO) and the price provided by a representative or project manager, the price in effect at LumenTruss™ will prevail.

OUT-OF-STOCK PRODUCTS

The Supplier undertakes to ship the ordered goods as soon as possible. If one or several ordered products are missing from the inventory, the Supplier will notify the Distributor and/or Agent, and/or Reseller, and/or Customer of the possibilities of alternative products and other options at his or her disposal unless a written cancellation of the order is received. The Distributor and/or Agent, and/or Reseller, and/or Customer will also be advised of the approximate time required to receive out-of-stock products.

PRODUCT SPECIFICATIONS

For reasons of manufacturing or improvement, LumenTruss reserves the right to change, at any time and without notice, the technical or design specifications of any product in the LumenTruss™ range and catalogue.

GOVERNING LAWS

These terms and conditions shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to principles of conflict of laws. The courts of the Province of Quebec shall have exclusive jurisdiction over all disputes. The parties irrevocably submit to the jurisdiction of the courts of the District of Montreal, Province of Quebec.

Please note that this policy is subject to change at any time, without notice, and will replace any previous policy or agreement. In the event of any inconsistency or ambiguity between the English and French versions, the French version shall prevail.

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