

# RETURN POLICY AND WARRANTY/LIABILITY

## REFUSED SHIPMENTS

Any shipment that is refused in whole or in part will result in a restocking charge as well as freight charges incurred both ways. NO EXCEPTIONS

## DAMAGED/SHORT SHIPMENTS:

If you receive your order damaged or with shortages proceed as follows:

- 1) Receive the shipment. Refusal of shipment may result in extra fees or freight charges, being owed by the customer.
- 2) All damage observed upon receipt of goods must be acknowledged by the driver prior to leaving.
- 3) Do not remove any damaged merchandise from the original carton until an inspection has been made by the driver.
- 4) Please have the driver initial the packaging slip before you sign the delivery receipt.
- 5) Request instruction on filing a claim with the carrier and follow their instructions.
- 6) Contact Luminance Claims Department to report the problem. Please reference your account and invoice number. Once the Claims Department has gathered the necessary information they will issue an RGA, if applicable.
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## RESTOCKING CHARGE

There will be a restocking charge for all merchandise returned unless the reason for the return was the fault of Luminance. Non-stock and discontinued items are not subject to return. Currently stocked items must be returned WITHIN 30 DAYS of receipt. Merchandise will not be accepted for return if it will create an overstock position.

## CLAIMS

All claims for defective merchandise must be made within 30 days of receipt of the order. No returns will be accepted without verbal or written permission in which an RGA (Return Good Authorization) Number will be issued. This RGA# is valid for 30 days only and must be clearly marked on each carton to be returned. An itemized list of the merchandise and the original invoice number must accompany all returns. An RGA# MUST be obtained before any Counter Service return is accepted.

## PACKAGING

Due to the structural sensitivity of All Glass Shades 13INCH or larger in diameter, we must ship them by ground freight only. If you request shipment by air freight, it is done so at your own risk and expense. Please note: When shipping by air freight additional packaging is required resulting in larger or oversize cartons. Transportation costs can be higher on larger or oversize cartons.

## LIMITED WARRANTY/LIABILITY

The Seller warrants it has title to the products delivered hereunder ("Product") and may properly sell the same to Buyer and that such product will conform to Seller's then current specifications. Buyer assumes responsibility to analyze Product, and Seller shall have no liability if Buyer uses the Product in any way that does not conform to the aforesaid specifications. Buyer represents that it is familiar with the characteristic of Product and assumes all responsibility and liability for and will indemnify and hold Seller harmless from any and all loss or injury to persons or property arising out of handling, use or possession of Product delivered to it. IN THE EVENT THAT THIS DISCLAIMER OF LIABILITY IS HELD BY A COURT OF COMPETENT JURISDICTION NOT TO APPLY TO BUYER, SELLER'S MAXIMUM LIABILITY TO BUYER ON ANY CLAIM IN ANY WAY CONNECTED WITH THE SALE OR USE OF ANY OF THE PRODUCTS, WHETHER LIABILITY ARISES CONTRACT, FROM BREACH OF WARRANTY, IN TORT OR OTHERWISE, SHALL BE LIMITED TO THE PRODUCT'S INVOICE PRICE. The Seller does not warrant that its products will meet or comply with the requirements of any safety code or regulation of any state, municipality, or other jurisdiction. If any sample or model was shown to the Buyer,

such sample or model was used merely to illustrate the general type and quality of the products and not to represent that the products would necessarily conform to the sample or model. No action, regardless of form, shall be maintained hereunder unless the facts giving rise to it are discovered within 12 months of shipment and written notice hereof given to Seller within 30 days of discovery. Products which are replaced by Seller in accordance with foregoing shall become the property of Seller and shall be returned to it by the Purchaser F.O.B. point of shipment.

### **JURISDICTION/VENUE**

In any action between Buyer and Seller relating to the Product or these terms, Buyer consents to the exclusive jurisdiction of the federal and state courts of the State of Ohio, U.S.A., and agrees that the action will be properly venued in any such court. If Buyer is located outside the U.S., Seller reserves the right to initiate legal action against Buyer in a court located outside of the State of Ohio, U.S.A.

**PLEASE NOTE:** The prices listed, supersede and cancel all previous prices. All prices listed are subject to change without prior notice and order fees may be applied based on market conditions.