



Lumigraf General Sales Terms and Conditions

These General Sales Terms and Conditions govern all purchase and sale transactions between Lumigraf (seller) and Customer (purchaser) involving Lumigraf products. Lumigraf will not be bound by any term, condition, or other provision which is different from or in addition to the provisions of this Agreement which is proffered by Customer in any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless Lumigraf specifically agrees to such provision in a written instrument signed by Lumigraf. Lumigraf's acceptance of any order by Customer is expressly conditioned on Customer's agreement to the terms and conditions of this Agreement.

Payment Methods and Terms

Payments can be made via wire transfer, credit card (Visa or MasterCard) or cheque. Lumigraf requires a 50% down payment representing half of the total amount of an invoice prior to the production of an order and the 50% remaining balance is payable after completion of the order and is required to have it released for shipping. Full payment can also be made prior to production. **Any payment exceeding \$5,000 has to be made solely via wire transfer in accordance to the banking details provided by Lumigraf. No other payment methods will be accepted, including letters of credit, credit cards or checks.**

By paying Lumigraf under the above terms, the Customer agrees to comply with the Quebec law as per its Civil Code, in an irrevocable manner. Any demands or actions will be deemed null and void. No other conditions may be added, prioritized or substituted for the foregoing. By paying the deposit, the customer accepts these conditions *de facto*.

In case of conflict, only the Civil Code of Quebec applies. The Customer purchasing any Lumigraf product acknowledges that the Quebec law applies to him. If the Customer does not acknowledge this agreement, no production will commence and any deposit made before the start of work will be refunded.

Requested Signatures

Under no circumstances will Lumigraf agree to sign any document(s) from a Customer as a contract acceptance before, during or after the production and/or delivery of an order, including purchase orders (P.O.), waivers or payment withholdings. No order production would commence if such signatures were to be required by the Customer or a third party, the production of their order would be immediately cancelled. Payments are considered as the sole acceptance of contract between Lumigraf and the Customer.

Deliveries

All shipments are handled by reputable transportation companies approved by Lumigraf. If any damage occurred during the delivery transit, Lumigraf will assume all responsibilities. However, if the Customer chooses to use its own transportation company or vehicle, he shall assume responsibility for any damages that may occur to the products from Lumigraf's loading dock.

Liability

Lumigraf is not liable for 3rd party design, installation services or products, including, without limitation, any building system into which Lumigraf's products are incorporated. Lumigraf will not be liable to customer or any 3rd party for any consequential, incidental or indirect damages, lost profits or other losses of customer or any 3rd party in any way relating to any product. Lumigraf may provide design advice or performance data in connection to your purchase, however in no way do these items expand or affect any warranty issued by seller. No obligation or liability shall arise from seller's provision thereof.

Pricing and Order Placement

Written quotations are valid for 30 days. All orders must be received by Lumigraf by writing, either by email, mail or by fax. Purchase Orders (P.O.'s) are preferred. Orders are considered acknowledged and accepted after Lumigraf issues and sends the customer a formal invoice. Lumigraf reserves the right to change prices without notice to customer, valid written quotations notwithstanding. Customer should closely review the formal invoice for errors and/or discrepancies and notify Lumigraf prior to proceed with the required payment. Failure to notify Lumigraf within this time period will constitute acceptance of the order as final and binding. Lumigraf's products are made to order therefore Lumigraf cannot accept cancellations or returns. In the event of termination or cancellation, Lumigraf shall be entitled to payment from Customer for all costs incurred by Lumigraf in excess of the deposit remaining on hand.

Production Lead Times

Production lead times provided are estimates only. Lumigraf's general production lead time policy is 10-15 business days beginning the day after Lumigraf has received a minimum deposit amount corresponding to 50% of the invoice total, including all production costs, crating, customs' fees (if applicable), taxes and/or incidental fees. Lead times will vary based on the characteristics of the order (panel quantity, job complexity, delays caused by inability to obtain production materials from suppliers...) and are subject to change during production. Lumigraf will make every effort to inform the client of additional delays in a timely manner. Lumigraf will not be held responsible for damages or loss in income incurred by production lead time delays.

Delivery Dates

Delivery dates provided are estimates only. Lumigraf will make reasonable efforts to deliver in accordance with delivery dates. Lumigraf cannot be liable for deliveries received after this delivery estimate. Customer changes, non-payment or failure to provide shipping instructions can affect delivery dates. Orders shall not be released for shipping until they are paid in full.

Handling

Care should be taken when handling, storing and installing Lumigraf products. Customer will read and/or forward all applicable product care and handling guides provided with purchase. Purchaser must ensure that care and handling guides have been forwarded to all parties involved in handling, installation and aftercare. A printed copy of the said document is included with any order. There is also a downloadable version available in the "Downloads" section of Lumigraf's website.

Inspection

Customer must inspect crating and all products upon delivery and must report any damages, discrepancies or defects to Lumigraf within 5 business days of receipt. Customer shall provide Lumigraf with pictures and documentation of any damage and/or defect to the product(s). Failure to provide any such notice within the aforementioned time frame will be deemed an acceptance in full of the delivery.

Product Variations

Due to variations and the nature of the artisanal manufacturing process, production lots may vary slightly in colour between samples and the products actually delivered. Customer must also consider variations in both final product thickness and overall panel size, a tolerance of up to 1/32" (0.8mm) in panel thickness and 1/8" (3.2mm) in both panel width and height must be expected. It is therefore recommended the customer or end user order sufficient quantities to complete a specific job at one time to minimize lot variation. Lumigraf warrants that the product will be substantially similar to sample provided to customer but cannot guarantee exact replicas. Lumigraf's products are not intended for outdoor uses.

Limited Warranty

Lumigraf warrants to Customer that Lumigraf products shall be free from materials defects arising from the manufacture of Lumigraf sheet products for a period of 10 days year from the date of delivery. This is a product only warranty. This warranty does not cover damage caused by mishandling, misuse, improper installation, damage from excessive heat or exposure to weather, physical or chemical abuse, or acts of nature. A printed copy of proper care and handling instructions included with any order and is also available in the "Downloads" section of Lumigraf's website. This warranty does not apply to products that have been cut, fabricated, modified in any way or already installed. Customer assumes all risks and liability for results obtained by the products, whether used individually or in combination with other products. Lumigraf highly recommends prospective buyers to order samples prior to installation and to perform their own tests to determine product suitability for all purposes before adopting Lumigraf products.

Force Majeure

Lumigraf will not be liable for any delay or failure in performance of any order, in the delivery of shipment of any product or for any damages or losses suffered by customer or any third party which are caused by, or in any manner arises from, directly or indirectly, in whole or in part in the event of: acts of nature, labour disturbances, mechanical failure of machinery or equipment, inability to obtain products from suppliers, delays or interruptions in transportation or any other causes beyond Seller's control. Should any such delay arise, Lumigraf reserves the right to, without any liability to the customer, delay the delivery of, partially complete or cancel any affected order in whole or in part.

Costs and Expenses

Customer will be responsible for all costs and expenses, including cost of collections, attorneys' fees and disbursements, incurred by Lumigraf in enforcing any term or condition herein and customer will indemnify and promptly reimburse Seller for such costs and expenses.

Photography and Marketing

Customer grants Lumigraf the right to photograph and publish the final installation of the product(s) sold for marketing purposes in as many media outlets as Lumigraf deems necessary.