
ILUMIYO Terms & Conditions of Sales

For Shipments Within the United States
or Services Performed Within the United States
Effective July 05, 2023

These Terms and Conditions of Sale apply to any and all products or services of ILUMIYO LLC. unless otherwise specifically agreed to in writing by ILUMIYO LLC.

PAYMENT TERMS

Purchaser agrees to pay the prices quoted by ILUMIYO LLC and is responsible for applicable shipping and handling charges, taxes and duties as provided below. Invoices for services shall be due and payable within (30) days after the date of the invoice. In addition to all other rights and remedies available under these Terms and Conditions of Sale and under applicable law, ILUMIYO LLC may, in its sole discretion, withhold services until such time as purchaser's account is paid in full or immediately terminate the provision of services without further liability to purchaser. If purchaser does not pay any invoice, in whole or in part, when due, ILUMIYO LLC shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due ILUMIYO LLC is collected by or through an attorney, ILUMIYO LLC shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

PRICES

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "firm," ILUMIYO LLC reserves the right to invoice at the prices in effect on the date of shipment. ILUMIYO LLC reserves the right to require minimum order amounts.

SPECIFICATIONS

ILUMIYO LLC, in no way, expressed or implied, accepts responsibility for voltage determination. ILUMIYO LLC shall not be responsible for quotations of prices or specifications concerning non-cataloged items, unless ILUMIYO LLC confirms this to the customer in writing. Cataloged items are those listed in the most current ILUMIYO catalog, price portal and website. Unless specifically agreed to in writing, ILUMIYO LLC does not warrant compliance of our products with any individual project specification.

SUBMITTAL DRAWINGS

Submittal drawings are provided on an as requested basis or as required by product specification. Submittal drawings for non-standard product will require architectural details, not limited to, ceiling, wall, AFF, plan section and elevation drawings, to be submitted to ILUMIYO LLC prior to the start of the submittal drawing process. Our goal at ILUMIYO LLC is to provide exceptional service to our customers through clear concise communication around your orders. Once

submittal drawings are requested, we provide an estimated completion date for the drawings. Once the drawings are completed, the factory will not plan production until they are returned as approved by the customer and purchase order is fully released. Once submittal drawings are issued to the customer for approval, a \$1,000 cancellation charge will apply. See also Terms for Customs and Modifications and Cancellation Charge above.

CANCELLATION

Orders cannot be cancelled after release. Cancelled orders on standard product are subject up to a 100% cancellation fee. If an order is cancelled after shipment or if delivery is refused by destination, all warehousing, delivery and return costs shall be assessed, in addition to cancellation fees. Custom designed and LED manufactured product may not be canceled after order has been released for any reason. Any orders that are canceled after submittal drawings have been completed will be billed a \$1,000 drawing charge.

Orders for stock products may be cancelled prior to shipment without charge. Cancellation of any order for non-stock products will incur charges for work already performed and for special material purchased by ILUMIYO LLC. Cancellation of any product order after shipment will be subject to the return provisions of these Terms and Conditions of Sale. Orders for services are non-cancellable. If services are not provided prior to invoice, the purchaser is entitled to the performance of ordered services only within the 18-month period after the services invoice date. ILUMIYO LLC will cancel orders for services not provided within the 18-month period.

BACK CHARGES

Back charges will not be accepted. Any field repair/rework without factory approval will not be accepted. All field repair/rework must be approved in writing. ILUMIYO LLC is not responsible for fixture accessibility. Labor and equipment rental to access luminaires is to be provided by third parties at owner's expense.

FREIGHT ALLOWANCE

Any orders that qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and allowed or as otherwise agreed to in writing by ILUMIYO LLC. Any orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and add. For all orders that qualify for freight allowance, ILUMIYO LLC reserves the right to select the carrier and method of shipment and to route shipments at ILUMIYO LLC's discretion. ILUMIYO LLC will ship in the manner selected by purchaser provided purchaser assumes any additional transportation costs. If purchaser requests ILUMIYO LLC to delay shipping all or any portion of an order beyond its scheduled shipment date, ILUMIYO LLC may impose a service charge of \$25 per pallet per day.

TAXES

Prices exclude all taxes. Purchaser has responsibility for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership, license or use of the products or services.

TRANSPORTATION CLAIMS

Title and risk of loss passes to purchaser upon delivery of products by ILUMIYO LLC to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of purchaser. Bills of Lading marked with “Shippers Load and Count” do not constitute a transfer of liability for the freight or damages from purchaser to ILUMIYO LLC.

PACKAGING

ILUMIYO LLC reserves the right to optimize packaging at its discretion. Some products may only be available in bulk package multiples or case quantities.

SERVICE AREA LIMITATION

ILUMIYO LLC reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the applicable ILUMIYO LLC distributor.

RETURN OF STOCK MERCHANDISE

No merchandise may be returned without prior written authorization from ILUMIYO LLC. Requests to return stock merchandise must be made within 30 days from date of shipment by ILUMIYO LLC. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum disposition charge of 25% (for restocking). All returned product must be in salable condition in order to qualify for credit.

NON-RETURNABLE MERCHANDISE

The following products are not returnable: all non-stock, special, custom made or modified products; all stock products containing time-sensitive components that have reached the end of their warranty or shelf life; clearance and limited-availability products; and non-stock products.

LIMITED WARRANTY

Statements of the limited warranties provided by ILUMIYO LLC for ILUMIYO LLC products, services and service offerings are available at <https://www.ilumiyo.com/warranty/>

LIMITATION OF LIABILITY

The total liability of ILUMIYO LLC on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, ILUMIYO LLC' sale, delivery, resale, repair, or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period. ILUMIYO LLC shall not be liable for damages that result from the delivery of products or the performance of services

that do not occur within purchaser's specified time frame or for any delay or default in delivering products or performing services where occasioned by any cause beyond the control of ILUMIYO LLC, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes.

IN NO EVENT SHALL ILUMIYO LLC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

INTELLECTUAL PROPERTY

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trademarks, trade names, and logos, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work product and other materials that are delivered to purchaser or prepared by or on behalf of ILUMIYO LLC in the course of providing the products, services or service offerings (the "Deliverables"), including any related software that may be already installed in or included with the products, services or service offerings (the "Software"), shall be owned by ILUMIYO LLC. Purchaser does not acquire any right, title or interest in the Deliverables except the limited and temporary right to use them as necessary solely in connection with purchaser's use of the applicable products, services or service offerings. No Software is sold, and all Software is protected by international intellectual property laws and treaties. Such Software may be subject to additional terms and conditions that may become applicable when the end user installs or accepts the Software or part of a written agreement between ILUMIYO LLC and the end user. Neither the products nor the Deliverables may be loaned or rented, nor may access be provided to the Software, for a fee or otherwise, to any third party. The Software may be permanently transferred, but only as part of a sale or transfer of the products, provided that no copies are retained, all Software is transferred, and such sale is subject to the applicable terms of these Terms and Conditions of Sale. No product, Deliverables or Software shall be duplicated, reverse engineered, or decompiled by anyone other than ILUMIYO LLC except and only to the extent this restriction is prohibited by law. Purchaser may become aware of trade secrets, know-how and other information of ILUMIYO LLC, within the Deliverables or in connection with the delivery by ILUMIYO LLC of the products, services or service offerings, that would reasonably be understood to be confidential under the circumstances ("Confidential Information"). Purchaser (i) must use

the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information, and (ii) must not use the Confidential Information except in connection with its use of the applicable products, services or service offerings.

CHOICE OF LAW; CONSENT TO JURISDICTION

These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of New Jersey, USA, without regard to such state's laws related to choose of law. Any State or Federal Court in Passaic County, New Jersey shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale. If ILUMIYO LLC is only providing services, the parties agree that these Terms and Conditions of Sale are a contract for services and are not subject to the uniform commercial code of any state.

General

Purchaser may not assign the right to receive services hereunder, whether by operation of law or otherwise, without the prior written consent of an authorized representative of ILUMIYO LLC, not to be unreasonably withheld. Purchaser acknowledges that ILUMIYO LLC may use subcontractors to perform the services. Unless otherwise specifically agreed in writing by an authorized representative of ILUMIYO LLC, any different or additional terms and conditions proposed by any purchaser in a purchase order, response to a quotation or other proposal, are hereby rejected by ILUMIYO LLC and shall not be incorporated into any order or other agreement for the sale of ILUMIYO LLC products, services or service offerings. Purchaser's assent to these Terms and Conditions of Sale, along with any ILUMIYO LLC policies concerning the sale and/or resale of the products which are expressly incorporated by reference, shall be conclusively presumed from purchaser's acceptance of all or part of any products, services or service offerings ordered. If an authorized representative of ILUMIYO LLC has acknowledged purchaser's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, such acceptance is expressly made conditional on purchaser's assent solely to these Terms and Conditions of Sale which shall form part of the acknowledgement, and acceptance or authorized resale by purchaser of any products or services shall be deemed to constitute such assent. If any quotation or other document of ILUMIYO LLC is deemed to constitute an offer to purchaser, purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale. Field services and other on-site services performed by ILUMIYO LLC are subject to additional terms and conditions available upon request. These Terms and Conditions of Sale, together with the warranty statements by ILUMIYO LLC under LIMITED WARRANTY above and, if applicable, the Field Services Terms and Conditions, constitute the entire sales agreement between ILUMIYO LLC and purchaser, unless they are made part of a written agreement between ILUMIYO LLC and purchaser. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Sale. ILUMIYO LLC objects to and rejects any terms between purchaser and any other party, and no such terms, including but not limited to any government regulations or "flowdown" terms, shall be a part of or

incorporated into any order from purchaser to ILUMIYO LLC, unless agreed to in writing by an authorized representative of ILUMIYO LLC. These Terms and Conditions of Sale supersede all those published or issued previously by ILUMIYO LLC. All orders are subject to final acceptance by ILUMIYO LLC and credit approval. Any design, submittal or layout provided by ILUMIYO LLC is subject to the disclaimer set forth on the design, submittal or layout. ILUMIYO LLC will not accept orders that require purchaser-furnished components, unless agreed to in writing by an authorized representative of ILUMIYO LLC. ILUMIYO LLC price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. ILUMIYO LLC shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted purchase orders.

ILUMIYO LLC reserves the right to change these Terms and Conditions of Sale at any time without notice.