

**TERMS + CONDITIONS OF SALE (US & Canada)**

THESE TERMS & CONDITIONS OF SALES SUPERSEDE ALL OTHERS, INCLUDING THOSE ON CUSTOMER PURCHASE ORDERS.

**PRICES + TERMS**

Prices are subject to change without notice.

Prices do not include any taxes of any nature. Fluxwerx may include any such Taxes in the same invoice to the Customer as the Fluxwerx products or in a separate invoice. Payment by Fluxwerx of any such Taxes does not relieve the Customer of payment responsibility, and all such amounts paid on the Customer's behalf shall be amounts owed by the Customer to Fluxwerx on demand.

Fluxwerx reserves the right to correct clerical and typographical errors in any term or price.

Unless otherwise provided elsewhere in these Terms + Conditions or in a Fluxwerx invoice, terms are net 30 days from invoice date. Minimum billing is \$200, excluding all applicable taxes and transportation charges. Replacement parts covered by warranty are exempt from this minimum charge.

**FREIGHT + DELIVERY**

Fluxwerx shall pay shipping costs and charges (but not demurrage) for non-express, net single shipments of product valued at \$10,000 and above in North America (except Alaska, Hawaii and Puerto Rico). Shipments of less than \$10,000 are subject to freight charges. Carrier and routing are at Fluxwerx discretion.

Shipments can be made via express or other manner as requested provided that the customer assumes additional costs and provides authorization in writing. The scheduled delivery is based on the expected shipping date but is not a fixed or guaranteed shipping date. Fluxwerx is not responsible for any direct or indirect damage or loss resulting from any delay in shipping.

In all cases, shipments may be tendered in several lots. Title passes when delivery is made to the possession of the carrier. The Customer must inspect the merchandise upon delivery and report any apparent damage/shortage on the carrier's Bill of Lading so that Fluxwerx can file a claim with the carrier; any damage/shortage noted on the Bill of Lading must also be communicated to Fluxwerx within 10 days of delivery, including photos or evidence needed to support the claim; should the Customer fail to do so it shall be conclusively presumed that the products were delivered in accordance with the purchase order. The Customer may not withhold whole or partial payment pending carrier settlement.

**ORDER ACCEPTANCE**

All orders are subject to the final approval of Fluxwerx and must be accepted in writing by Fluxwerx. Once accepted by Fluxwerx, all orders are final and any change or cancellation request by the Customer will be subject to modification or cancellation charges. Fluxwerx reserves the right to put on hold or cancel (or cancel any order on hold) any previously accepted order pending resolution to Fluxwerx's satisfaction of any Customer credit issue.

Orders shipped to warehouse addresses must be supplied with the project name and location. Upon receipt of this information production scheduling will proceed. Additions or changes to orders received and entered for production will be considered as new orders.

**CLAIMS**

All products are shipped at purchaser's risk. The carrier assumes responsibility when the carrier picks up the shipment. Title of goods passes to the purchaser upon delivery by Fluxwerx (or authorized factory) to the carrier. All other claims, including those for missing components, must be made in writing to Fluxwerx within (10) days of receipt of shipment.

**RETURNS + CANCELLATIONS**

Products may be returned only with the written consent of Fluxwerx. If such authorization is provided, returned shipments must be prepaid and in the original cartons and with return authorization documents from the factory. All returns are subject to a minimum 50% re-stocking charge plus any cost of reconditioning. A modification or cancellation charge of 100% of the selling price shall be applied to any released order of custom products. Fluxwerx reserves the right to refuse modification or cancellation requests at its own discretion. There will be no charge for re-stocking or shipment of products deemed defective in material or workmanship when the authorized return is completed within the warranty period. Special fixtures with custom features are not returnable. No agent, distributor or dealer is authorized to give consent for returns or cancellations on behalf of Fluxwerx. A cancellation fee will be based on costs incurred by Fluxwerx prior to receipt of cancellation notice. No cancellation will be considered without a formal written request from the customer.

**PRODUCT CHANGES + DISCONTINUATION**

Fluxwerx reserves the right to change product design or discontinue any product or product option without notification.

**COMPLIANCE WITH LAWS, INCLUDING EXPORT/IMPORT RESTRICTIONS**

With respect to the purchase and, if applicable, resale, of Fluxwerx products, it is the responsibility of the Customer, at its sole cost and expense, to comply with all applicable laws and regulations of any government or other competent authority, including those regarding export or import, and to maintain all necessary permits, licenses and consents. All shipments of Fluxwerx products are subject to applicable export and import laws, including without limitation those of Canada and the United States. Fluxwerx shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension, or governmental delay in issuance of any necessary export license or authority.

**FIVE (5) YEAR LIMITED WARRANTY****1. Limited Warranty**

The warranty as described herein shall only apply to Fluxwerx branded lighting products sold by Fluxwerx and shipped to destinations in North America (hereinafter referred to as "Product"). The warranty is only applicable to the party purchasing the products directly from Fluxwerx or its agent (hereinafter referred to as "Purchaser"). Fluxwerx warrants that the Product will be free from defects in material and workmanship for a period of five (5) years. The warranty period starts on the date of invoice, which typically coincides with the ship date from the factory.

**2. Warranty Terms + Conditions**

If Purchaser returns any Product covered by this warranty in accordance Section 3 and within the warranty period and, upon examination, Fluxwerx determines to its satisfaction that such Product failed to satisfy this warranty, Fluxwerx will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. If Fluxwerx chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Fluxwerx may replace the product with a comparable product (that can show small deviations in design and product specification) at its discretion. A Product shall not be considered defective solely as a result of failure of individual LED components to emit light. The LED component will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product fail to illuminate.

This limited warranty does not include any removal or reinstallation activities, costs or expenses, including without limitation, labor costs or expenses. This warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, standards or any other document accompanying the Products. This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s). Fluxwerx cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and ripple current control systems that are beyond the specified limits of the products and those defined by relevant supply standards.

This warranty shall be void if any person opens the Product in any way other than as specified for installation and maintenance, or makes any unauthorized repairs or alterations to the Product. If requested by Fluxwerx, the non-conforming or defective Products shall become the property of Fluxwerx as soon as replacements have been supplied.

No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of Fluxwerx, in any matter. Fluxwerx reserves the right to make the final decision on the validity of any warranty claim.

If a Product is found to be defective the Purchaser must notify Fluxwerx in writing in accordance with Section 3. Fluxwerx will facilitate the technical resolution of problems. Upon request, Fluxwerx representatives must be given access the defective Product, system or application for verification of non-compliance. Third party products sold by Fluxwerx are not covered under this warranty, except as indicated in Section 5.

**3. Warranty Claims**

All warranty periods mentioned are subject to a Fluxwerx representative having access to the failed product for verification of non-compliance. Warranty claims have to be reported and returned to Fluxwerx within 30 days after discovery, specifying at least the following information:

- Details of the failed Products;
- Installation date and invoice date;
- Detailed description, number and % of failures, date-code of failure;
- Application and hours of operation.

Fluxwerx may charge Purchaser for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

**4. No Implied or Other Warranties**

The warranty and remedies contained in the terms of the limited warranty are the only warranties given by Fluxwerx with respect to the Products and are given in lieu of all other warranties, whether express or implied. These terms and conditions state the Fluxwerx entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by Fluxwerx to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if Fluxwerx has been advised or is aware of such defects.

**5. Other Limitations**

With respect to products sold to the Purchaser by Fluxwerx but not bearing the Fluxwerx brand, Fluxwerx makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, unless expressly written by Fluxwerx in the product documentation. Fluxwerx will make available to the Purchaser upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

This warranty covers the Product only and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned).