



REPRESENTATIVES

CONTACT



ALUME

STILLETTO

ILLUMINER

FABRIC

DESIGNER

FAMILIES

- Alume
- Stiletto
- Illuminer
- Fabric
- Designer Series

APPLICATION

- Ceiling
- Pendant
- Wall

SPECIALTY

- Wet Location

TERMS OF SALE & LIMITED WARRANTY

1) General: All orders are subject to acceptance by LumenArt Ltd and are not subject to cancellation. Orders cannot be cancelled without written consent from LumenArt Ltd. and only then, upon terms which will indemnify LumenArt Ltd. against all loss. Verbal orders are not accepted. Purchase Orders (PO) are required to place an order. Changes to PO's in-house must be in writing and are subject to acceptance by LumenArt Ltd. Prices are subject to change without notice.

2) Terms: NET 30 Days Sales orders fulfilled are billed at time of shipment and are due 30 DAYS. Orders less than \$500 require a \$50 service charge. Alume orders less than \$100 require a \$25 service charge. LumenArt Ltd. will add a service charge of 1 ½% per month, 18% per annum, compounded monthly, to all past due invoices, except where prohibited by law. Credit lines extended through LumenArt Ltd are subject to closure upon defaulting payment on open account, including payments not received based on net 30 terms.

3) Freight: Freight for all orders is prepaid and charged. All shipments of products from LumenArt Ltd will be made F.O.B. our factory. (See freight claim policy for information pertaining to filing a freight claim)

4) Damage Policy: All shipments are handled with great care using standard packaging methods. All shipments are F.O.B. plant. Transfer of ownership occurs when carrier loads to ship product. Damaged packages must be reported through the carrier. LumenArt Ltd. is not responsible for merchandise damaged in transit. Damaged merchandise must be reported within 5 business days. Merchandise delivered that is refused/not accepted by recipient is subject to additional shipping expenses and further delay.

5) Return Policy: All custom orders are final, no returns are accepted on any custom fixtures for any reason. No returns are accepted or acknowledged without prior approval from LumenArt Ltd. Product determined defective from manufacturer shall be replaced or credited at the discretion of LumenArt Ltd. Issuance of a Returned Goods Authorization (RGA) does not acknowledge

cause of defect or authorize credit. Product returned as defective, but not found to be defective will be returned to the customer without credit and subject to charge. Products returned are subject to a 50% restocking fee. Credits may not be assumed by customer and will jeopardize credit with LumenArt if taken without proper RGA issued by LumenArt Ltd.

6) Warranties: LumenArt Ltd., and Illinois Corporation, warrants to the original purchaser that its product will be free from defects in material and workmanship and will be other designated kind and quality as specified on the individual product specification sheets for a period of (1) year from the date of invoice by LumenArt Ltd. The warranty granted above is in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability or fitness or particular purpose. The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kind, statutory or otherwise herein expressed. In the absence of a product specification sheet for a particular model, a (1) year warranty will apply unless agreed to otherwise in writing by LumenArt Ltd.

Limitations of Liability:

(a) Seller (LumenArt Ltd.) will not under any circumstances, whether as a result of a breach of contract, breach of warranty, tort or otherwise be liable for consequential incidental, special or exemplary damages including, but not limited to, loss of profits or revenues, loss of use of or damage to any associated equipment, cost of capitol, cost of substitute product, facilities or services, downtime costs, or claims at Buyers customers.

(b) Sellers liability on any claim of any kind for any loss or damage arising out of, resulting from, or concerning any aspect of the agreement or from the products or services furnished hereunder shall not exceed the prices of the specific order or shipment which gives the rise to the claim.

7) Delays: LumenArt Ltd. shall not be liable for delays in delivery or performance, or for any failure to manufacture, deliver or perform due to (i) a cause beyond its reasonable control, or (ii) an act of god, act of Buyer, act of civil or military authority, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or delivery vehicle storage, or (iii) inability on account of a cause beyond the reasonable control of LumenArt Ltd. to obtain necessary materials, components, services or facilities, LumenArt Ltd. will notify the Buyer or any material delay executed by this article and will specify the revised estimated delivery date as soon as practical.

8) Taxes: In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value added, or other similar tax applicable to the price, sales or delivery of any products and

services furnished hereunder or to their use by LumenArt Ltd. or Buyers, or Buyer shall furnish LumenArt with evidence of exemption acceptable to the taxing authorities.

9) Pricing: All prices are subject to change without prior notice. All quotations provided by LumenArt Ltd are good for 90 days except freight quoted. In the event of a price change, LumenArt Ltd. will honor all quotations.

10) Freight Claim Policy: Recipient is required to inspect all packages upon delivery. In the unlikely event that you will incur shipping damage, it is imperative that the following procedure is followed to ensure timely processing of your claim. Freight claims must be made within 5 days of delivery.

a. Visible Damage:

i. Refuse the Shipment: sign REFUSED-ARRIVED DAMAGED on the bill of lading or delivery receipt then contact LumenArt Ltd. directly

ii. Accept the shipment: sign VISIBLE DAMAGE on the bill of lading or delivery receipt. Inspect the shipment with the driver noting all damaged and or missing material. Any damaged or missing material must be noted at the time of delivery and must be indicated on the delivery receipt/bill of lading and signed by the delivering driver. Contact LumenArt within 5 days to initiate a freight claim.

b. Concealed Damage: Contact LumenArt Ltd. immediately upon receipt either by phone or email Valerie.hastings@lumenart.com. Concealed damage must be reported within 5 days of the delivered date. Note: HOLD CONCEALED DAMAGED PRODUCT AT THE DESTINATION POINT. Moving damaged products to a site other than original delivered site VOIDS the freight claim. DO NOT DISCARD THE PALLET, SHIPPING CONTAINERS, OR INNER PACKAGING. TAKE PHOTOS OF PACKAGING AND CONTENTS. Email photos and written inspection report to Valerie.hastings@lumenart.com

When filing a claim with the freight carrier, we MUST receive:

c. A copy of the delivery receipt/bill of lading

d. A copy of the inspection report (after completing inspection report)

e. If damage was noted at time of delivery, be sure to include a copy of the carrier's document pertaining to the shipment involved where the carrier has acknowledged loss/damage over the driver's signature; photographs of the damages

f. Photographs of the damages (pallet/packaging and its contents)

Most carriers only accept and review claims for concealed damage or missing items filed within 15 days from receipt of merchandise. Any claims for

concealed damage or missing items filed beyond the time limit specified by the delivering carrier will be rejected without consideration.

*DO NOT DISCARD the pallet, shipping container or inner packaging. The investigator may learn more about the cause of damage or loss from the packaging than from the damaged merchandise itself. Freight carriers in most cases will not honor claims if the pallet/packaging material has been discarded.

PLEASE NOTE: Unless proper freight damage reporting procedures are followed by the recipient, LumenArt cannot make any accommodations for the products. Without a timely claim made by the customer, LumenArt cannot issue a credit or replacement. LumenArt is not responsible for damaged caused by a carrier contracted by the customer.

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[Sitemap](#)

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[Terms of Sale and Limited Warranty](#)