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Terms & Conditions of Sale and Limited Warranty

Valid from June 1, 2019

QUOTATIONS: Luxformae will provide factory quotations to representatives or dealers. Luxformae is not responsible for take offs on specifications submitted. Quotations will be completed in a timely manner and processed in the order that they are received. Quotations require the minimum information as follows: Project Name, Project Location, Consulting specifiers, and estimated order date. A title bar or Fixture schedule may be requested if the information provided is unclear to enter properly. Luxformae cannot be held responsible for missed deadlines. All quotations are valid for 30 days unless otherwise noted. It is the representatives/dealers responsibility to check the quotation provided by Luxformae. Luxformae will not be responsible for item(s) not included in the quote. All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "firm", Luxformae reserves the right to invoice at the prices in effect on the date of shipment. Luxformae reserves the right to require minimum order amounts. Prices exclude all taxes. Prices DO NOT include lamps or shipping costs unless specified.

CUSTOM PRODUCT: Custom product quotations may require Engineering and safety certification costs. All costs will be discussed and agreed upon prior to any quotation.

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", Luxformae reserves the right to invoice at the prices in effect on the date of shipment. Luxformae reserves the right to require minimum order amounts. Prices exclude all taxes. Prices DO NOT include lamps unless specified.

PURCHASE ORDERS: All purchase orders submitted to Luxformae require the following items in order to be processed: customer's bill to and ship to, with special attention to contact info for the delivery; Luxformae part #'s; quantity and sale price or alternately, reference to bill of materials per a Luxformae Quotation Number; notation for modification if any; special markings if any; special handling requirements.

CHANGE ORDER: Change orders must be received in writing and are subject to review and approval by authorized personnel. Order will be reconfirmed with applicable charges. If products are already being imported and order is pre-paid, order can't be changed/modified. Change of orders can't be accepted for custom products after one week from the pro-forma invoice date.

CANCELLATION OF ORDER FOR CATALOG ITEMS: Order cancellation will be accepted providing notification is received in writing and directed to Customer Service within (5) five business days from the date order confirmation was received. A 30% manufacturing/processing fee will be applied on a cancellation following those 5 days. After 10 days the status of the order is considered final, therefore needs to be paid in full. If an order it is already shipped and a cancellation is sent in a timely manner, the customer is responsible to pay for the freight/shipping charge to re-route the order to our warehouse.

CANCELLATION OF ORDER FOR MODIFIED OR CUSTOM PRODUCTS: Cancellation of any order for modified or custom products will incur charges for work already performed and for special materials purchased by Luxformae. Order cancellation will be accepted providing notification is received in writing and directed to Customer Service within (5) five business days from the date order confirmation was received. A 50% manufacturing/processing fee will be applied on a cancellation following those 5 days. After 10 days the status of the order is considered final, therefore needs to be paid in full. If an order it is already shipped and a cancellation is sent in a timely manner, the customer is responsible to pay for the freight/shipping charge to re-route the order to our warehouse. Custom orders in production, after drawings approval, are not cancellable. If an order it is already shipped and a cancellation is sent in a timely manner, the customer is responsible to pay for the freight/shipping charge to re-route the order to our warehouse.

HOLD FOR RELEASE ORDER: All "Hold for Release Orders" will be at the discretion of Luxformae. No order is processed or built until the order is released, after its release date normal procedure for purchase order is followed. Products availability is calculated from the PO "release" date, and new freight/shipping quote if necessary will be added.

SHIPPING DATE: A scheduled shipping date provided in confirmation is our best approximation of the ship date, but shall not be deemed to represent a fixed or guaranteed ship date. All shipping dates are based on timely receipt of pertinent order information and balance due. Shipments may be subject to delays due to conditions beyond Luxformae's control, including but not limited to: strikes, wars, acts of god, riots, fire, inability to obtain materials, or governmental regulations or restrictions. Luxformae, will not be held responsible for any damage or loss resulting from delayed shipments or inability to ship for reasons

above. Luxformae selects the appropriate carrier and method of shipment, unless specific instructions are submitted in writing.

PAYMENT TERMS: Luxformae Terms are PRE-PAID when placing a PO. Purchaser agrees to pay the prices quoted by Luxformae and is responsible for applicable shipping and handling charges and taxes as provided below. In the event of different terms, if the purchaser does not pay any invoice, in whole or in part, when due, Luxformae shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due Luxformae is collected by or through an attorney or debt collector, Luxformae shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed. Luxformae, at its discretion, will process or decide not to process any PO from customers with outstanding balances.

TAXES: Purchaser has the 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.

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

INVOICING: A pro-forma invoice is forwarded within 24 to 48hrs from the receipt of a purchase order. This pro-forma will include the following information: (1) order confirmation with item code, quantity, pricing and shipping charges if requested, (2) affirmation of scheduled ship date and (3) request for balance to be paid in full. After the goods are shipped Luxformae issues a final invoice with tracking information of the items shipped.

DELIVERY: Luxformae will make every attempt to ship from stock. Luxformae does not accept responsibility and shall not be held liable for delays in delivery due to any cause whatsoever beyond our reasonable control including, but not limited to, fires, acts of God, governmental orders, strikes, inability to obtain necessary labor, materials or manufacturing facilities.

FREIGHT & TRANSPORTATION CLAIMS: All merchandise is carefully examined and tested and in perfect condition prior to packaging and when given to carrier. At that point, the carrier assumes responsibility for safe delivery. When delivered, it is the responsibility of the recipient to inspect the condition of the goods for visible markings, damages and/or detection of rattling indicating concealed damage. Any apparent packaging damages must be noted by purchaser on delivery receipt. Original carton must be retained with all packaging for inspection by carrier.

Title and risk of loss passes to purchaser upon delivery of products by Luxformae 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 Luxformae.

Luxformae allows 72 hrs for inspecting and reporting damages or shortages. After these 72 hrs the recipients is responsible for damages and shortages.

RETURN OF MERCHANDISE: All products are imported and stored in a 3rd Party warehouses. Therefore, Luxformae cannot accept returns of shipped goods and/or grant any refunds. There are special occurrences when return authorizations will be granted IF requested in writing under the following conditions: Incorrect Merchandise OR Defective (refer to warranty).

NON-RETURNABLE MERCHANDISE: The following products are NOT returnable and/or refundable: ALL special, custom made or modified products containing time-sensitive components that have reached the end of their warranty or shelf life, outdated or phased-out product no longer part of the current Luxformae collection, products delivered directly to the customer from overseas.

LIMITED WARRANTY: Luxformae warrants to the purchaser, for: (3) three years ONLY, from the date of purchase, that the Led modules in its products are free from defects on material or workmanship and (1) one year ONLY, from the date of purchase, that its products are free from defects on material or workmanship. Luxformae's obligation is expressly limited to the repair or replacement of the product only after prior written authorization has been granted. This warranty shall not apply to any products which have been repaired or altered outside of the factory or without written knowledge provided to Luxformae; Subjected to abuse, negligence or accident; Used in a manner contrary to accepted normal use. Costs incurred in the installation or re-installation of warranted products will not be covered by Luxformae.

COMPONENTS WARRANTY: All ballasts, drivers and LED components provided by Luxformae are supported by the component manufacturer's warranty. If any claims arise from these specific items, Luxformae will facilitate and assist in the resolution in processing claims. Standard procedure usually consist in: purchasing new components, receiving an RGA for shipping the defective to Luxformae or to the manufacturer, determining if there are manufacturing issues, issuing the credit for the defective items.

LIMITATION OF LIABILITY: The total liability of Luxformae 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, Luxformae's sale, delivery, resale, repair or replacement of any products, service offerings or the performance of any services, shall

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

GENERAL: Unless otherwise specifically agreed in writing by an executive of Luxformae any different or additional terms and conditions proposed by any purchaser in a purchase order, response to quotation or other proposal, are hereby rejected by Luxformae and shall not be incorporated into any order or other agreement for the sale of Luxformae products, services or service offerings. Purchaser's assent to these Terms and Conditions of Sale shall be conclusively presumed from purchaser's acceptance of all or part of any products, services or service offerings ordered. If an authorized sales representative of Luxformae has acknowledged purchaser's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer by Luxformae, 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 Luxformae is deemed to constitute an offer to purchaser, purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale by Luxformae constitute the entire sales agreement between Luxformae and purchaser, unless they are made part of the written agreement between Luxformae and purchaser. These Terms and Conditions of Sale supersede all those published or issued previously by Luxformae. All orders are subject to final acceptance by Luxformae and credit approval.

FOB Points: depending upon the products Luxformae has different FOB:

Flemington, NJ 08822; New York, NY 10018

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About Us

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