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Terms of service.

1. Controlling Terms and Conditions. These Terms and Conditions of Sale ("Contract of Sale") are the only terms and conditions which govern the sale of the products and services by Lux Illuminaire ("Seller") to the buyer named on the reverse side of this Contract of Sale. Seller objects to and is not bound by any term or condition of Buyer's order which is different from or in addition to Seller's Contract of Sale, and Seller agrees to sell to Buyer, the products (i.e., goods) or services described or referred to herein, at the prices indicated only on the express condition that Buyer assents to this Contract of Sale. Buyer's acceptance is limited to the exact terms stated herein, and any additional or different terms or conditions proposed by Buyer are expressly rejected. If this document is construed as an expression of acceptance or a confirmation of a verbal agreement, such acceptance or confirmation is expressly made conditioned on Buyer's assent to this Contract of Sale. No terms, conditions, description, price, quantity, or delivery schedule shall be changed, and no agreement or understanding in addition to or different from this Contract of Sale shall be binding upon Seller without written authority from Seller's authorized representative. Any confirmatory action by Buyer hereunder, any acceptance of the products or services described or referred to herein, and/or any payment by Buyer of invoiced amounts constitutes assent to this Contract of Sale.

2. Quotations and Cancellation. Quotations are valid and firm for fifteen (15) days unless otherwise stated. Buyer may not, under any circumstances or for any reason, cancel its order or any part thereof unless Seller has received written notice of the cancellation more than thirty (30) days prior to the shipping date last agreed upon by Seller for the order or the portion thereof being canceled. In the event of any such cancellation of any order by Buyer, Buyer shall reimburse Seller for all costs and expenditures made or committed to be made by Seller up to the date of receipt of Seller of written notice of the cancellation, including reasonable overhead and profits lost on the portion canceled.

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occur upon tender to Buyer. If Buyer refuses to receive such products and services when tendered, Seller may exercise any or all of the remedies afforded to Sellers by section 2-703 et seq. of the Uniform Commercial Code. Seller shall have no obligation to hold or resell such products for Buyer's account.

4. Representation of Solvency. Buyer represents that by placing its order it hereby acknowledges that it is not insolvent as the term is defined in section 1-201 (23) of the Uniform Commercial Code. In the event that Buyer becomes insolvent before delivery of products, it will notify Seller. Failure to notify Seller shall constitute a written reaffirmation of Buyer's solvency at the time of delivery. Seller may suspend its performance or terminate this Contract of Sale (or any affected portion thereof) immediately if Buyer (i) becomes insolvent/bankrupt, (ii) materially breaches this Contract of Sale, including, but not limited to, failure or delay in making any payment when due or fulfilling any payment conditions, or (iii) fails to provide Seller with adequate assurance of performance upon request. {4214/911/00563148-6BT}

5. Warranty. Seller warrants for a period of 5 years, from the date of shipment from Seller's plant that the products delivered hereunder will be of the kind and quantity designated or specified herein, shall conform to the specifications set forth herein, and shall be free from defects in materials, workmanship and title. EXCEPT AS SET FORTH ABOVE, SELLER DISCLAIMS AND MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR AGAINST PATENT, COPYRIGHT, OR TRADEMARK INFRINGEMENT OR OTHERWISE. BUYER ASSUMES AND INCURS ALL RISK RESULTING FROM THE USE OF THE PRODUCTS SOLD HEREUNDER, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER PRODUCTS. Buyer shall inspect products delivered hereunder within thirty (30) days after delivery of such products to their shipping destination. In the event the products sold hereunder fail to conform to the specifications set forth herein or are not free from defects in materials or workmanship, and if Buyer shall notify Seller thereof within ten (10) days after Buyer discovered, or should have discovered, such failure or defects, then Seller shall, at Seller's sole and exclusive option, issue appropriate credit or correct such failure or defect by repairing or replacing such products found in fact to be nonconforming or defective. Seller will accept no charges for any labor, repair cost or shipment costs without prior written approval authorization. Seller retains the right to select the

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observing, such reasonable instructions as Seller may give in authorizing any return by Buyer. The risk of loss to products being returned shall be on the Buyer until the products are received at the location designated by Seller. Buyer represents that it is not relying upon the skill or judgment of Seller to select or furnish suitable products for any specific or general use intended or contemplated by Buyer. Seller shall not be liable for a breach of warranty unless: (a) Buyer gives written notice of the defective products or services to Seller as provided herein; (b) Seller is given a reasonable opportunity after receiving notice of such breach to examine the products; and (c) Seller reasonably verifies Buyer's claim that the products and services are defective.

6. Buyer's Remedies. Seller's obligation to either issue appropriate credit or repair or replacement provided by the above warranty is the sole and exclusive remedy afforded for breach of the above written warranty or for any breach of this Contract of Sale. Seller shall not be liable for any labor costs or other expenses in replacing nonconforming or defective product, nor for any special, incidental or consequential damages resulting from or contributed to by any defect in materials or workmanship, negligence in manufacture or design, or failure to warn. Seller makes no warranty with respect to any product which has been altered or subjected to misuse, abuse or use for which it was not designed or intended. Seller shall in no way be liable for any losses, costs, forfeitures, or damages (including loss of profits, liabilities of buyer to its customers, employees, or third persons, and all incidental or consequential damages) whether direct or indirect and whether or not resulting from or contributed to by the default, negligence, whether in manufacturing or design, or failure to warn on the part of Seller, its agents, employees subcontractors, which might be claimed as the result of, or use (with or without an active malfunction) or malfunction of the {4214/911/00563148-6BT} products covered by the warranty. Seller's warranties and Buyer's remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of products only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear. THE AGGREGATE OF LIABILITY OF SELLER (EXCEPT AS TO TITLE) ARISING OUT OF THIS CONTRACT OF SALE OR BUYER'S PURCHASE AND/OR USE OF THE PRODUCTS, WHETHER ARISING FROM WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE COST OF ISSUING APPROPRIATE CREDIT OR CORRECTING NONCONFORMITIES OR DEFECTS IN THE PRODUCT AS HEREIN PROVIDED; AND

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SELLER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7. Responsibility. Buyer shall indemnify Seller from and against claims brought by a third party related to or arising out of this Contract for Sale on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of Buyer in connection with this Contract of Sale. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. Where Seller is manufacturing to specifications set by Buyer, Buyer shall defend, indemnify and hold Buyer and its employees, agents, affiliates, successors and assigns harmless from and against claims, damages and expenses (including, without limitation, reasonable fees of attorneys) that arise or relate to Seller manufacturing and selling the products to Buyer (including, but not limited to, claims of infringement of intellectual property rights, patent, trademark or other of third parties), except to the extent the same is attributable to Seller's shipment of product that does not meet the product warranty provided by Seller. This indemnification shall survive the termination of this Contract of Sale.

8. Insurance. Seller agrees to maintain for the benefit of itself and Buyer as an additional insured, products liability insurance covering the products with combined coverage limits for personal injury and property damage of at least one million dollars per occurrence and one million dollars annual aggregate. Similarly, Buyer agrees to maintain for the benefit of itself and for Seller as an additional insured, products liability insurance covering products {4214/911/00563148-6BT} sold by Buyer which incorporate or build upon products sold by Seller to Buyer, with combined coverage limits for personal injury and property damage of at least one million dollars per occurrence and one million dollars in the annual aggregate. The coverages shall be provided by an insurer that has an AM Best rating of not less than A-XIII or better and be selected by the party that purchases and maintains the

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be made in accordance with this terms and conditions of the insurance policies. The insurance called for by this Contract of Sale can be provided by comprehensive general liability policies in combination with excess liability policies.

9. Delivery and Force Majeure. Each delivery shall constitute a separate sale and is subject to credit arrangements to the satisfaction of Seller or to payment in cash. If payments are not made in accordance with such arrangement or if at any time in the judgment of Seller Buyer's credit standing has been impaired, Seller may withhold delivery of any products called for hereunder until cash or credit arrangements satisfactory to Seller have been established. All delivery dates specified by Seller are approximate and are based on its best estimate and are subject to conditions beyond its reasonable control, including without limitation (1) acts of God, unforeseeable circumstances, acts (including delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, strikes, explosions, floods, quarantine restrictions, sabotage, or epidemics, (2) inability due to causes beyond Seller's reasonable control to timely obtain, at normal prevailing market prices, necessary and suitable labor, materials, components, manufacturing facilities, transportation, or instructions from Buyer, and (3) any other cause beyond Seller's reasonable control. If by reason of any such circumstances Seller is unable to supply the total demand for the products to be delivered hereunder, Seller may make partial delivery of Buyer's order, or may distribute the available supply of Seller among any or all purchasers on such basis as it may deem appropriate without liability for any failure of performance which may result therefrom. In the event of any such delay or failure, the date of delivery shall be extended for a period equal to the time lost by reason thereof.

10. Payment, Title, and Risk of Loss. Payment is to be made by Buyer without setoff or defense in United States dollars or other medium exchange acceptable to Seller, upon presentation of invoice to Buyer by Seller, subject to the terms and conditions of payment stated thereon. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1% per month on the unpaid balance, or the maximum rate permitted by law, whichever is less. If Seller's invoices are not paid when due, they shall be payable with interest at the rate applicable to judgments in the state of Supplier's corporate organization and be collectable with reasonable attorney fees and costs. Prices are subject to change upon fifteen (15) days' notice.

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Seller). Buyer shall be responsible for the cost of shipment of the products from Seller's plant. Seller's prices do not include sales, use, excise, value-added, customs duties, or other similar taxes (collectively, {4214/911/00563148-6BT} ("Buyer Taxes"). Consequently, in addition to the price specified herein, Buyer shall pay the Buyer Taxes. Except as otherwise expressly provided herein, title and risk of loss to the products specified herein shall pass to Buyer upon tender of delivery to the carrier at Seller's plant. Seller shall have no obligation to make any further shipments until all payment amounts owed to Seller for prior shipments shall have been received by Seller. Furthermore, Seller may suspend production until such payment is received.

11. Special Tooling. In the event that Seller manufactures or purchases special tools, dies, or equipment in connection with Buyer's order, such tools, dies and equipment, unless otherwise agreed to in writing by an authorized representative of Seller, such items shall remain the exclusive property of Seller, notwithstanding that a part of the cost thereof is included as a part of the price specified herein.

12. Information Disclosed by Seller. Any proprietary knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer, or which may hereafter be acquired by Buyer, in connection with the products or services described herein, shall be deemed to be confidential and proprietary information of Seller and shall not be disclosed by Buyer or used, directly or indirectly, by Buyer for any purpose without Seller's written approval.

13. Patents, Trademarks or Copyrights. Buyer shall indemnify, defend and hold Seller harmless against any expenses, damages, costs, or losses resulting from any suit or proceeding brought for infringement of patents, trademarks, or copyrights, or for unfair competition, arising from compliance with Buyer's designs, specifications or instructions, or arising from Seller's delivery of Buyer's purchased products or services.

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15. Compliance with Applicable Laws. All products to be furnished hereunder by Seller were or will be produced, manufactured, and delivered in compliance with all applicable federal laws and lawful orders, rules, and way of limitation, the applicable provisions of the Fair Labor Standards Act and the Occupational Safety and Health Act. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Contract of Sale. Buyer shall comply with all export and import laws of all countries involved in the sale of the products under this Contract of Sale or any resale of the products by Buyer. Buyer assumes all responsibility for shipments of products requiring any government import clearance.

16. Revision. Seller reserves the right to revise this Contract of Sale at any time applicable to shipments made after the date of the revision. {4214/911/00563148-6BT}

17. No Waiver. The failure of Seller in any one or more instances to insist upon performance of any of the terms or conditions contained herein, or to exercise any right or privilege hereunder, or the waiver by Seller of any breach by Buyer, of these terms or conditions of sale, shall not be construed as thereafter waiving such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no failure or waiver had occurred.

18. Governing Law: Dispute Resolution. All disputes, controversies and questions arising, directly or indirectly, out of or in connection with this Contract of Sale and/or the purchase and sale of products ("Disputes"), shall be resolved finally and conclusively in accordance with this section, which shall be the sole and exclusive procedure for the resolution of any Dispute. This Contract of Sale (including any Disputes arising hereunder) shall be governed by and construed in accordance with the domestic laws of the state of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the state of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Indiana. In the event of a Dispute, the same shall be brought in the Superior Court of Allen County, Indiana, or if it can acquire jurisdiction, in the

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service of any process, summons, notice or document by U.S. registered mail shall be effective service of process for any action, suit or proceeding in Indiana with respect to any matters to which it has submitted to jurisdiction in this Section. Each party hereto hereby irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action in the jurisdiction of such courts, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Seller and Buyer each waive to the full extent permitted by law, trial by jury in any litigation in any court in connection with or arising out of this Contract of Sale and / or a Dispute.

19. Interpretation. This Contract of Sale constitutes the sole and exclusive terms and conditions of Seller, which shall control over any conflicting or different provisions in Buyer's order or otherwise. This Contract of Sale can be modified or rescinded only by a writing signed by an authorized representative of Seller. This Contract of Sale shall be construed as a contract made in the State of Indiana and shall be governed in accordance with the laws of the State of Indiana. This Contract of Sale constitutes the entire agreement between Seller and Buyer with respect to the products and services covered hereby and supersedes any prior or other agreements, written or oral, between the parties.

20. General Clauses. If any term or condition is found to be void or unenforceable, the remainder of this Contract of Sale shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable. The United Nations Convention {4214/911/00563148-6BT} on the International Sale of Goods shall not apply to the purchase and sale of products.

21. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Contract of Sale is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Contract of Sale or

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22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract of Sale shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Contract of Sale is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract of Sale.

24. Termination. In addition to any other remedies that may be provided under this Contract of Sale, Seller may terminate this Contract of Sale with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Contract of Sale; (b) has not otherwise performed or complied with any of the terms herein, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

25. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses that are provided by the parties. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract of Sale, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this section.

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