

ELUMANATION TERMS & CONDITIONS

ELUMANATION INC.

1621-3 McEwen Drive
Whitby, ON. Canada
L1N 9A5

SHIPPING : All orders are shipped F.O.B Pickering, Ontario, Canada. Customers are responsible for all packaging/handling/crating costs and shipping costs (including any customs and/or brokerage fees) unless otherwise noted and agreed upon between the client and an approved eLumanation representative.

DELIVERY TIMING : Elumanation Inc. will provide an approximate lead time on all orders to clients and drive to meet these timelines. While we endeavor to meet all clients' delivery requirements, Elumanation Inc. accepts no responsibility for delays of any kind, whatsoever.

CLAIMS (Shortages/Damages) : All shipments should be inspected, upon receipt, for damages and shortages. All carton(s), packing materials and damaged item(s) must be kept in original packaging as the shipper will not honour claims. In all cases, the purchaser assumes all risk of loss or damage to products in transit, and likewise assumes responsibility for filing a claim with the shipping carrier. In the event of freight damage or order shortages, notify Elumanation Inc. immediately. Elumanation Inc. is not responsible for the cost of replacement materials or freight expenses for goods damaged or lost in transit.

CLAIMS (Shortages) : All shipments should be inspected, upon receipt, for shortages. In the event of any product shortages within the correct package shipment you must file a claim with Elumanation Inc. within 48 hrs of the receipt of the package or void any claim of an incomplete shipment.

CANCELLATIONS/RETURNS : If there is an issue with your order, please contact the appropriate Elumanation Inc associate immediately. No cancellations are accepted on any order once production has started. Returns must be determined to be an acceptable reason for return due to a fault of eLumanation and pre-authorized by an approved eLumanation representative. No returns of any kind will be accepted, after a period of 2 weeks from the order's shipping date. All returned products must be received within 10 days from the date of the return authorization. A re-stocking charge equal or up to 50% of all materials and services invoiced, together with all freight charges, may apply to returns.

WARRANTY TERMS: See Elumanation Inc's limited warranty terms.

EXCEPT FOR ELUMANATION INC.'S WARRANTY TERMS SET FORTH, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE SUPPLIED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE PRODUCTS. THE MANUFACTURER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS, INSTALLATION OR RE-INSTALLATION COSTS, OR OTHER INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHETHER SUCH DAMAGES ARE FORSEEABLE. IN ANY EVENT, THE TOTAL AGGREGATE LIABILITY OF THE MANUFACTURER FOR DIRECT DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

ELUMANATION CONTACT INFO

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