

ELUMANATION TERMS & CONDITIONS

ELUMANATION INC.

1750 Plummer Street, Unit 18
Pickering, ON. Canada
L1W 3L7

SHIPPING : All orders are shipped F.O.B Pickering, Ontario, Canada. Customers are responsible for all packaging/handling/crating costs and shipping costs 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 strive 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 any claim of an incomplete shipment is void.

CANCELLATIONS/RETURNS : If there is an issue with your order, please contact the appropriate Elumanation Inc. associate immediately. No cancellations, refunds or returns are accepted on any "Custom Order" once production has started. No returns of any kind will be accepted, after a period of 2 weeks from the order's shipping date. Returns must be pre-authorized by an approved Elumanation representative and 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.

PANEL DIMENSIONS: Due to individual project's specifics and variables, Elumanation accepts no responsibility on eLume LED Light Panel dimensions and/or installation advice provided from an Elumanation representative. All dimensions and/or advice should be validated and confirmed by the client before Elumanation begins fabrication.

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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