

LUMINIX® TERMS & CONDITIONS

Note: By placing an order with LUMINIX Canada® you agree to our Policies, Terms, & Conditions.

The following terms and conditions constitute a binding agreement between you and LUMINIX LED Lighting International Ltd. and are referred to herein as either 'terms and conditions' or 'this agreement' for purposes of this agreement LUMINIX LED Lighting International Ltd. shall be referred to as seller. Please read the terms and conditions of this agreement carefully before accepting below. Buyer's purchase of the products is expressly conditioned on acceptance of the following terms and conditions. Buyer accepts the following terms and conditions by making a purchase from, or placing an order with, seller for products or shopping on any seller website. The following terms and conditions shall apply to all purchases and orders, whether made via email, verbal (by telephone) or by written orders sent by buyer to seller, notwithstanding any conflict with the terms and conditions of any order or other instrument provided by buyer to seller; such terms and conditions of buyer are hereby rejected by seller and shall not be incorporated into this agreement. The following terms and conditions are subject to change without prior notice, except that the terms and conditions posted hereon at the time buyer makes a purchase or places an order will govern unless otherwise agreed in writing by seller and buyer.

Installation of Products

Buyer expressly acknowledges and agrees that if it is necessary to perform any work on any line voltage for use of Seller's Products, Buyer will have a qualified, licensed electrician perform the line voltage work. Any installation of the Products by someone other than a qualified, licensed electrician shall be performed by Buyer at Buyer's own risk and liability. Seller will not be held responsible for or accept or assume any liability in connection with any line voltage work for use of the Products, the electrical installation or modification of any of its Products, or injuries or damages incurred in connection with the foregoing. The installation of the Products must be in compliance with all local, state, and federal laws, rules, codes, and regulations. Buyer shall be solely responsible for compliance with such laws. Any improper installation and/or modification of the Products can cause serious harm possibly resulting in death or personal injury. Buyer should consult with a qualified, licensed electrician who adheres to and accepts all responsibility for electrical installations in compliance with all applicable local, state, and federal laws, rules, codes, and regulations. SELLER SHALL NOT BE RESPONSIBLE FOR ANY INJURY OR DEATH ARISING FROM THE USE OR INSTALLATION OF SELLERS PRODUCTS. The information on Seller's website regarding installation of the Products is for demonstration/education purposes only and is not intended for use by anyone other than a qualified, licensed electrician. Without limiting the foregoing, Seller does not represent or warrant that the information available through this website is accurate, complete, reliable, useful, timely or current. Seller disclaims any liability as to the accuracy or completeness of such information. Seller assumes no risk or responsibility for Buyer's use of any of the content provided on this website. Under no circumstances shall Seller be liable for any direct or indirect losses or damages arising out of or in connection with the use of the information on this website.

Limited Warranty

The warranty guarantees that products will be free of defects in material and workmanship when the products are installed, operated, and maintained according to applicable codes and regulations, supplied instructions, and under conditions of 'normal use' – for the time periods defined below.

Warranty Periods*

5 years for all CSA and DLC premium approved products.

All warranty periods are subject to the limitations and conditions described below.

Limitations and Conditions

- Warranty does not apply to any Products that have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, vandalism, improper installation, improper packaging of Products returned to Seller, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair by someone other than Seller.
- Warranty does not cover damage due to power surges, power spikes, or the application of voltages outside the acceptable range of voltages as defined in product specifications. Also not covered, is the application of DC (direct current) power when AC (alternating current) power is required (or vice versa), and the use of non-approved electronic transformers and dimmers.
- Warranty does not cover ‘Acts of God’ such as lightning, floods, hail, tornado, fire, earthquake, hurricanes, and other extreme weather events.
- Warranty does not cover water damage to Products (not specifically sold as Underwater Products) that have been submerged in water, mounted in an incorrect orientation, improperly assembled, or been subject to excessive contact with water spray from irrigation nozzles or drainage flows.
- Transformers must be installed according to provided instructions – evidence of improper mounting or wiring voids the warranty. Transformer housings, when mounted on oceanfront properties must be protected from direct contact with salt spray.
- It is not unusual for finishes to discolor when exposed to the elements especially when exposed to sunlight, other forms of weathering, irrigation systems, reclaimed water, sea water, and other sources of contaminates. These changes are not covered by warranty.
- These warranties extend only to the Product ownership by the original purchaser and are void when the original purchaser ceases to own the Product. These warranties are not transferable whether to heirs, subsequent owners, or otherwise.
- These warranties do not cover labor or other costs or expenses to remove or install any defective, repaired, or replaced Product.
- If a Product is covered under any of the foregoing warranties, such Product will be replaced or repaired, or, at the Seller's sole option, the purchase price will be refunded.
- The foregoing warranties are exclusive and in lieu of all other warranties. Seller makes no representations or warranties except as expressly set forth herein. Seller expressly disclaims all other representations and warranties, express or implied, including, but not limited to, any supplier or distributor of Seller that modifies or amends this limited warranty.

Filing a Claim

If the buyer suspects that a product is defective, then the steps in our Returns and Exchanges section must be followed:

FOB

The sale takes place FOB Richmond, British Columbia, Canada. The customer is purchasing goods at our location. You may pick them up at our warehouse in Richmond, BC or elect to have us forward your goods to you. If you want your goods shipped to you, we are only responsible for the goods until they leave our warehouse and your shipper picks them up. The customer is paying for the shipping and paying for us to ship the goods via your preferred shipper. Any problems with delivery should be directed to your shipper. If we have a tracking number we will furnish it to you to assist you in communicating with your shipper.

Limitation of Liability

The foregoing limited warranty provides the buyer's sole and exclusive remedy relating to seller's products. Under no circumstances and notwithstanding the failure of essential purpose of any remedy set forth herein, seller shall not be liable for (A) any special, indirect, incidental, punitive or consequential damages, including, but not limited to, loss of profits, business revenues or savings, promotional and/or manufacturing expenses, overhead, injury to reputation and/or loss of customers, even if seller has been advised of the possibility of such damages or such damages are otherwise foreseeable, and regardless of whether a claim for any such liability is premised upon breach of contract, warranty, negligence, strict liability or other theory of liability; (B) any claims, demands, or actions against buyer by any third party; (C) any loss or claims, including claims for personal injuries or death, arising from the use or installation of seller's products; (D) any loss or claims arising out of or in connection with buyer's implementation of any advice, recommendations or instructions by seller based on, resulting from, arising out of or otherwise related to the products.

Returns

Products may be returned only with the prior written consent and authorization of Seller, which may be withheld by Seller for any reason. Buyer must call Seller's Customer Service Department to obtain a return authorization number. All returned Products MUST receive a return authorization number from Seller prior to return shipment. Seller will provide a return label and instructions via email (preferred), fax or regular mail. Returns of product must be received by Seller within 30 days of the product shipment date in order to avoid a restocking charge. Products may be returned only if unmarked, unopened, in the original sealed packages and in all respects, resalable. Seller reserves the right to reject any product returned more than 30 days after the invoice date. Buyer will be responsible for return freight. Buyer shall be responsible for any freight loss or damage during return.

Typographical Errors

In the event that any of Seller's Products are mistakenly listed at an incorrect price, Seller reserves the right to refuse or cancel any orders placed for Products listed at the incorrect price. Seller reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Seller shall issue a credit to your credit card account for the amount charged.

Governing Law and Jurisdiction

The validity, interpretation, construction, and enforcement of this Agreement are governed by the laws of the Province of British Columbia, Canada, excluding the laws of that jurisdiction pertaining to the resolution of conflicts with other laws of other jurisdictions. Buyer consents to the personal jurisdiction of the provincial and federal courts having jurisdiction over British Columbia, Canada, consents and agrees that the proper, exclusive, and convenient venue for every legal proceeding arising out of this Agreement is Vancouver, British Columbia, Canada, and waives any defense, whether asserted by motion or pleading, that Vancouver, British Columbia, Canada is an improper or inconvenient venue.

Complete Agreement

This Agreement records the final, complete, and exclusive expression of the understanding between the parties with respect to the matters addressed in it and supersedes any prior or contemporaneous agreement, representation, or understanding, oral or written, by either of them, including any written instruction manuals or other terms and conditions on Seller's website.

Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by www.luminix.ca without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notice

www.luminix.ca may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to www.luminix.ca.

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the province of British Columbia, Canada, without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of www.luminix.ca products) shall be in the provincial or federal courts located in British Columbia, Canada. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of www.luminix.ca products) must be commenced within one (1) year after the claim or cause of action arises. www.luminix.ca failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. www.luminix.ca® may assign its rights and duties under this Agreement to any party at any time without notice to you.

Use of Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a www.luminix.ca or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Participation Disclaimer

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Indemnification

You agree to indemnify, defend, and hold harmless www.luminix.ca, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

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In an attempt to provide increased value to our visitors, www.luminix.ca may link to sites operated by third parties. However, even if the third party is affiliated with www.luminix.ca, www.luminix.ca has no control over these linked sites, all of which have separate privacy and data collection practices, independent of www.luminix.ca. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, www.luminix.ca seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

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Email Opt-In

www.luminix.ca aka 'seller' primary method of communication with the buyer will be done electronically through email. Buyer opts-in to future communication from the seller regarding products purchased, changes in service, news of new products and important information that may affect the buyer's future use of existing products and/or services. Email opt-out can be done at anytime via the unsubscribe link found in every automated email delivered by LUMINIX ® or by calling customer service at +1 604.285.5910.

5 YEAR LIMITED WARRANTY

LIMITED WARRANTY

This limited warranty is provided by the LUMINIX LED Lighting International Ltd. Described below ("Seller") to you as the original purchaser of the LED lighting product that's identified on Seller's invoice reflecting its original purchase (the "Product"). Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free from any defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation accompanying the Product. The foregoing warranty shall be valid for a period of **FIVE (5) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

TERMS AND CONDITIONS

Upon examination, if Seller determines the Product is defective, Seller will elect, in its sole discretion, to repair the Product or replace the Product. If the Seller chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Seller may replace it with comparable product. This limited warranty only applies when the product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the installation instruction. This limited warranty does not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or its authorized service provider; Void Label inside the Product is not in its original place or the Void Label is damaged. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or manufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty item claim, you must notify Seller in writing within thirty (30) days after you discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to LUMINIX LED Lighting International Ltd., 111 – 5910 No.6 Road, Richmond, British Columbia, Canada, V6V 1Z1.

For avoidance of doubt, "to replace the Product" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses, shipping costs to return non-confirming Products or any damages that may occur during the return of Product to LUMINIX LED Lighting International Ltd.

This limited warranty only applies to LITelution Series lamps.

No Implied or Other Warranties

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning goods sold by Seller and unless an affirmation, representation or warranty is specifically included herein or in Seller's sales acknowledgement, it does not form a part of the basis of any bargain between Seller and Purchaser and shall not be enforceable by Purchaser.

Limitation of Liability

An essential purpose of the limited exclusive liabilities and remedies in this Agreement is allocation of risks between Seller and Purchaser. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

Effective Date: December 1, 2015