

Lumifer

LUMIFER Terms and Conditions

WARRANTY. Our products carry a lifetime warranty for materials and craftsmanship. We firmly stand behind everything we make and will do what is necessary to ensure client satisfaction should anything fall short of expectations

WARRANTY DETAILS. The lifetime warranty is limited to repair or replacement of the fixture/product itself, and does not extend to ancillary charges such as site work, installation, or electrician fees. The determination of whether repair or replacement is appropriate will be made by us at our sole discretion. Any approved repair work must be performed at our manufacturing facility. Any unauthorized repairs or modifications will void this warranty entirely. Incorrect installation or failure to follow our care instructions will void this warranty entirely. This warranty does not cover damages from weathering, misuse, or normal wear and tear.

INITIAL DEPOSIT AND FINAL PAYMENT. A 60% deposit is required before an order is placed into our production schedule. Deposits are non-refundable, however, can be transferable to alternative order(s). Final payment is due prior to delivery, shipment or release of an order. Custom and Quick Ship orders as well as any orders under \$2000.00 are due in full at the time of order. All payments are received and processed at Lumifer, 330 West 38th Street, Suite 710, New York, NY 10018. We accept payment by check or Bank Transfer.

PRICING. The net pricing of our fixtures/products is subject to change without prior notice. All fixtures/products are invoiced at the price that is in effect at the time the order is received. We honor pricing for written quotations (including custom projects) for thirty (30) days from the date of quotation, regardless of a subsequent pricing increase.

ORDER ACCURACY. In order to ensure your satisfaction, we require a client signature on all quotes prior to processing. Please review your quote thoroughly for accuracy. We will not be held responsible for discrepancies in quantities or custom specifications, even though we may have assisted in their preparation. Any orders that involve customization to our case goods or lighting will be required to sign a Customization Approval Form- this outlines overall dimensions, configurations, materials, finishes, etc.. The details and quantities contained in our Order Acknowledgment will be deemed final and will supersede any conflicting details or quantities contained in a client's purchase order.

SHIPMENT. Unless otherwise requested by the client, orders are typically shipped via Plycon Transportation or similar, this risk of loss and damage of the goods are transferred the buy once the goods are collected by the third part shipper. F.O.B, New York City. Please determine if this method is suitable for the delivery site and inform us at the time of ordering if it is not. Other

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orders may be shipped parcel method, such as Federal Express. Additional crating fees may be required for certain fixtures/products. All orders are assessed shipping and handling charges.

DAMAGED OR DEFECTIVE FIXTURES. Clients must examine merchandise upon receipt and report any damage to LUMIFER within forty-eight (48) hours of receipt. Claims for damage will not be honored after that period. All packaging must be retained when making a claim for damage and visible damage must be noted in writing with the shipper. Fixtures/Products must be inspected at the time of receipt for defects or deficiencies. We will not be liable for anything beyond replacement or repair of defective or deficient fixtures/products, and will not be held responsible for installation expenses incurred as a result of a deficiency or defect. Installation constitutes acceptance.

SITE CONDITIONS. LUMIFER does not accept responsibility or liability for site preparation or conditions, installation, sealing or refinishing. It is the responsibility of the client to determine that site conditions are suitable to receive the fixtures/products ordered. This includes electrical junction boxes, blocking, and wall support. LUMIFER is not liable for defective or improper installation work.

RETURNS. All sales are final.

PRODUCTION LEAD TIMES. Our lead times can vary depending upon our production schedule and depending upon the size and complexity of a given order. We do accept orders for expedited production for a pricing premium. Unless we accept an order for guaranteed expedited production, all quoted ship dates are estimates only and are subject to change.

GLASS AND MATERIAL FINISHES. All of the glass pictured in our catalog is hand blown. Due to the unique production methods, natural variation in tone and texture may occur. Most of our finishes are hand applied and are subject to occasional irregularities or variations. Many of our finishes are “living” and will continue to patinate over time. Orders for premium finishes will require additional production time.

CUSTOM PROCESS. Many of our standard fixtures/products can be customized in scale, finish, configuration, material, and mounting type. We are also pleased to entertain requests for custom lighting and furniture commissions. Please note that custom orders cannot be returned or canceled once placed. Clients placing custom orders will be required to review and sign our Customization Approval Form.

INTELLECTUAL PROPERTY. LUMIFER retains copyright and ownership of all quotations, designs, drawings, and plans.