

# 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, electrician fees. The determination of whether repair or replacement is appropriate will be made by us at our sole discretion and does not include any scratches or damage occurred during installation or cleaning. 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) if the order is not already in production. Final payment is due prior to delivery, shipment or release of an order. Custom and Quick Ship orders as well as any orders under \$2,500.00 are due in full at the time of order. All payments are received and processed at Lumifer, 508 West 26<sup>th</sup> Street, Suite 6C, New York NY 10001. We accept payment by Check, Credit Card, and 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. Quotes and Invoices are to include a Pre-Production Crating and Shipping Cost Estimate. Crating and Shipping final costs are subject to change upon completion of production.

### **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 (size, finishes, etc.), 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

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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, UPS, Common Carrier, or similar, this risk of loss and damage of the goods are transferred 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 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.

Domestic shipments take approximately 3-14 business days in transit. International ocean freight or air freight shipment times vary by location.

## **DAMAGED OR DEFECTIVE PRODUCTS.**

Clients must examine merchandise upon receipt and report any damage to LUMIFER within twenty-four (24) 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.

We are not responsible for the following:

- \* Damaged caused by improper cleaning solutions or methods
- \* Damage due to improper installation
- \* Damage to fixtures, or parts of fixtures, caused by improper use of light bulbs
- \* Damage caused by weather exposure
- \* Changed in the appearances of the Oil Rubbed Bronze finish or MT-2 Finish. These finishes are intended to age with time.
- \* Damage created by normal and typical wear and tear
- \* Restoration or repair work
- \* Any costs associated with installation, removal, or re-installation

## **CORRECTION TO DAMAGED OR DEFECTIVE PRODUCTS.**

Once determination of whether repair or replacement is appropriate, made by us at our sole discretion, we will coordinate for collection of the product/fixture for repair. Repair process is to take place in our facility or a facility we deem fit and responsible. Repair time is contingent on current productions schedule.

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If damages are identified as reasonable wear and tear or accidental damage, we are not responsible for the corrective work. We can work with the customer to refurbish or bring the product/fixture back to like-new condition. The customer is responsible for shipping, both directions, as well as the cost of the repairs (to be determined prior to coordinating shipping). If additional labor is needed to repair the product/fixture, we will advise the customer of pricing and will not proceed without consent.

## **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 or any local electrical code related issues.

Our products are not for outdoor use, unless specified and approved

## **RETURNS.**

All sales are final.

## **CANCELATION:**

Cancellation of an order is to be reviewed case by case. Under no circumstances can an order be canceled if production is underway. Cancellation request must be received within 72 hours (6 Days) of deposit. A service and finance fee of 10% is to be withheld if refund is to be issued. Refunds will be issued by check for all domestic orders and wire transfer for all international orders.

## **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. Lead times exclude Delivery and Transit times, we are not responsible for any delays during Delivery and Transit.

## **GLASS.**

All of the glass pictured in our catalog is hand blown. Due to the unique production methods, natural variation in tone, color, shape and texture may occur.

## **MATERIAL FINISHES.**

Our products are fabricated and finished by hand; variations in size, shape, and patina color are a natural result of this process. Tooling marks and surface scratches are part of the character of

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many finished pieces. Pronounced tool marks from the fabrication, and variations in surface texture and color are part of the intrinsic nature of the material.

Most of our finishes are hand applied and are subject to occasional irregularities or variations. Our blackened steel products are sealed, which over time are not impervious to moisture. These finishes allow the metals to age naturally and develop their own character and patina through time and through use. Many of our finishes are “living” and will continue to patina over time. Orders for premium finishes will require additional production time. Periodic maintenance will be required please refer to the Cleaning and Care Instructions.

## **USA AND INTERNATIONAL WIRING.**

Our decorative lighting fixtures are designed and wired to the USA standards 110V and can be UL listed per request. For all standard decorative light fixtures, UL Certification is \$500.00. Any specific wiring, to meet other countries electrical code requirements, will need to be coordinated and approved.

## **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. For all Custom Orders, a product customization up charge (a percentage of Retail Price) will be indicated on all quotes and invoices.

## **INTELLECTUAL PROPERTY.**

LUMIFER LLC retains copyright and ownership of all quotations, concept design, sketches, detailing, production drawings, specifications, and product images.

Order #: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*By signing above, you agree to all of the terms and conditions described above.*