



GENERAL TERMS AND CONDITIONS USA

GENERAL:

The customer will be deemed to have assented to the General Terms and Conditions of Sale set forth herein upon ordering merchandise quoted by Luxadd LLC. All offers, confirmations and Agreements are governed by and construed in accordance with the laws of the State of Florida. All disputes arising out of or in connection with any Agreement shall first be attempted by customer and LUXADD LLC to be settled through consultation and negotiation in good faith in a spirit of mutual cooperation. All disputes which cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the courts of Miami-Dade, FL provided that LUXADD LLC shall always be permitted to bring any action or proceedings against Customer in any other court of competent jurisdiction.

PAYMENT TERMS:

2% if paid within 10 days after receipt of the merchandise.

NET 30 Days from date of invoice.

FREIGHT TERMS:

Freight will be pre-paid on each order or partial release totaling \$1500 or more. Orders not qualified for pre-paid freight will be shipped with transportation charges added to the invoice. All shipments will be made via carrier selected by shipper. Unless otherwise noted, sales of LUXADD LLC lighting products will be F.O.B. factory. Title to all products shall pass from LUXADD LLC to our customers upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur. When shipments of LUXADD LLC lighting products are to be made via company truck, title to the products shall pass to our customers at time of delivery to the final destination or to the forwarding carrier. Consignee must make all claims for loss or damage in transit to carrier within 30 days.

DATE OF SHIPMENT:

Shipping dates are approximate and are based on conditions existing at the time of LUXADD LLC's receipt of customer's firm order and full information. LUXADD LLC will in good faith endeavor to ship by the estimate shipping date but it shall not be responsible for any delay or any damage arising there from. It is agreed that time is not of the essence.

MERCHANDISE AND CLAIMS TERMS:

No merchandise may be returned without prior written authorization. This written authorization will be issued at the discretion of LUXADD LLC and must be requested by the customer within 90 days of the original shipment date. Non-defective materials must be in sealed original carton. All returns will be subject to a minimum 25% handling and factory inspection charge, except on products considered by the manufacturer to be defective in workmanship and materials. Minimum value for return authorization is \$250. Custom made equipment and "specials" may not be returned except for defects proven to be the manufacturer's responsibility.

CANCELLATION TERMS:

Cancellation of orders will be accepted only if made in writing and received prior to shipment of order. Verbal order cancellations will not be accepted.

Custom made equipment and "specials" may not be cancelled after Release of Order.

MINIMUM ORDER VALUE:

There is a minimum order value of \$300.00 except for sample orders.

PRICING:

Prices are subject to change without notice. Merchandise will be shipped at prices prevailing at time of shipment. Prices do not include Federal, State or Municipal sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment hereunder, shall be paid by the customer, or in lieu thereof, the customer shall provide LUXADD LLC with a tax exemption certificate acceptable to the taxing authorities.