

Lumipic Product Disclaimer

Every effort has been taken to assure accuracy of the information on this site. Typographical or pictorial errors which are brought to Lumipic's attention will be corrected with future web site updates.

Product dimensions are approximate and are provided for the convenience of our customers. Lumipic recommends that the dimensions be checked before purchasing.

Data and specifications of the products listed on this site were correct at the time of publication and are subject to change without notice.

Lumipic Product Warranty

Lumipic warrants to the Purchaser that the equipment to be delivered hereunder will be free from defects in material or workmanship and will be of the kind and quality designated or specified in the contract.

This warranty shall apply only to defects appearing within **90 days** from the date of shipment by Lumipic.

If the equipment delivered hereunder does not meet the above warranty, and if the Purchaser promptly notifies the Lumipic, we shall thereupon correct any defect including nonconformance with the specifications either (at its option) by repairing any defective or damaged parts of the equipment. The liability of Lumipic under this warranty (except as to title), or for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the Purchaser and the exclusive liability of Lumipic.

The foregoing warranty is exclusive and in lieu of all other warranties, whether written, oral, implied, or statutory (except as to title). **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE SHALL APPLY.** Lumipic does not warrant any equipment of other manufacture designated by Purchaser.

Standard Conditions of Sale - DELIVERY

Lead times and shipping dates are approximate and are based upon prompt receipt of all necessary information.

Lumipic shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to (1) causes beyond its reasonable control, or (2) acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fire, strikes, or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability on account of causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delays, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

All claims for loss and damage must be made by the Purchaser to the carrier. All claims for loss and damage must be made by the Purchaser to the carrier. All claims for shortages or other errors must be made in writing to Lumipic within 30 days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by purchaser.

SALES AND SIMILAR TAXES

Lumipic's prices do not include sales, use, excise, or similar taxes. Deliveries to the State of Kentucky are subject the state and local sales tax.

CANCELLATION/RETURNS

The Purchaser may cancel his order only upon notice to Lumipic. The Purchaser may return product within **14 days** of the invoice date for a full refund. Return shipping is at the Purchaser's expense. After the 14th day all sales will be final unless a warranty issue is specified. Only unused equipment in first-class, resalable condition and of current design which has been invoiced to the customer within the past 14 days will be considered for return. Material must be securely packed and arrive to Lumipic in good condition.

PATENTS

Lumipic shall defend any suit or proceeding brought against the purchaser so far as based on a claim that any equipment or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance (at Lumipic's expense) for the defense of same and Lumipic shall pay all damages and costs awarded them against the Purchaser. In case said equipment, or any part thereof, is in such suit held to constitute infringement and the use of said equipment or part is enjoined, Lumipic shall, at its own expense and at its option, either procure for the Purchaser the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing, or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of Lumipic for patent infringement by said equipment or any part thereof.

The preceding paragraph shall not apply to any equipment, or any part thereof, manufactured to the

Purchaser's design. As to such equipment or part, Lumipic assumes no liability whatsoever for patent infringement.

LIMITATION OF LIABILITY

Lumipic's liability on any claim of any kind, including negligence for any loss or damage arising out of, connected with, or resulting from the contract, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation, or use of any equipment covered by or furnished under this contract shall in no case, exceed the price allocable to the equipment or unit thereof which gives rise to the claim.

In no event whether as a result of breach of contract or warranty or alleged negligence, shall Lumipic be liable for special or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the Purchaser for such damages.