

# LEUCOS USA Terms and Conditions 2012

**Prices:** Published prices are list unless otherwise noted and are F.O.B. Edison, New Jersey. List prices do not include shipping charges, storage, sales, and other taxes, or installation. Leucos USA reserves the right to change prices prior to order without advanced notice.

**Ordering Procedure:** All orders must be in writing to avoid error and/or duplication. Telephone or verbal orders are not accepted. All purchase orders may be mailed, faxed, or e-mailed directly to:  
Mail: Leucos USA Fax: 732.225.0250  
11 Mayfield Ave. E-Mail: info@leucosusa.com  
Edison, NJ 08837 Web Site: www.leucosusa.com

Change or cancellation of order is not accepted without written consent from Leucos USA. Special orders cannot be changed or canceled under any circumstances. Change or cancellation of standard stock orders must be prior to shipment of goods. Notification of changes or cancellations must be in writing and directed to Leucos USA. To expedite your order please be sure to give proper name of fixture, finish, glass, color, quantity, size and light source.

**Order/Size:** Leucos USA stock levels are maintained to provide for your immediate needs. Large quantity orders of any model should be discussed with your sales representative to determine current stock.

**Terms of Payment:** Payment in full must accompany any order unless an "open account" is previously established and current. For all custom orders, a 50% non-refundable deposit is required. Balance due prior to delivery. Purchaser may make payment using any of the following credit cards: American Express, Visa or Master Card. Orders over \$500 not including freight are subject to a 3% credit card fee. Orders that are over \$10,000 value are subject to a 50% deposit.

**Credit:** For purchaser with established open credit, the term is NET 30 days from the date of the invoice, which is issued upon the shipment of the goods. Opening orders will automatically be cash before delivery. All customers without exception must complete a credit application before any account is opened. Credit is subject to the conditions set forth by Leucos USA. Leucos USA reserves the right to cancel all credit when customers fail to comply with the conditions established by the company.

Invoices not paid within 30 days shall accrue interest at the rate of 1.5% per month on the unpaid balance. Customers who do not pay invoices within 60 days will be denied further purchase orders. Additionally, all items on back order for such customers will be returned to stock and no further credit will be extended. Invoices outstanding over 120 days will be referred to collection. In such event, customer agrees to pay all reasonable cost of collection including reasonable attorney's fees and cost both at the trial level and on appeal. Notwithstanding the foregoing, if at any time Leucos USA determines in its sole discretion, that customers financial responsibility is impaired or unsatisfactory, Leucos USA, can require cash payment or satisfactory security be made or given by customer, Leucos USA, may withhold further deliveries until such payments or security is received.

**Storage:** In the event that the purchaser requests post payment of delivery beyond the scheduled shipping date and the goods are in production, Leucos USA, may transfer the goods when ready for shipment to storage at the purchaser's risk and expense. Such transfer to storage shall be deemed to the purchaser for all purposes including invoicing and payment.

**Shipments:** All orders are shipped F.O.B. Edison, New Jersey. Leucos USA, will select the method of shipment unless otherwise requested by the purchaser with special instructions.

**Freight Charges:** Unless otherwise specifically requested by the purchaser, all truck deliveries are prepaid by Leucos USA, and billed to the purchaser with the goods. 20% of the freight charges is added for the prepayment and handling. For shipment of merchandise via UPS Leucos USA, will charge a minimum freight and handling of \$10.00.

**Packaging and Shipping:** All fixtures in the Leucos USA are boxed in cardboard cartons and will be shipped by UPS, or common carrier unless otherwise specified.

**Returns:** No returned merchandise will be accepted without prior written authorization. Returned merchandise must be packed in its original packaging and insured. If unsatisfactorily packed and if freight claim can not be made by Leucos, the client will be charged for the repair and/or replacement of the damaged parts. A minimum restocking charge of 30% will be made on all authorized returns for credit.

**Claims:** All lamps and fixtures are shipped free of defects. If there is any loss or damage, concealed or otherwise, please notify your freight agent, as well as Leucos USA within 7 days. For shipments made by common carrier, claims for damage must be made directly to the carrier. In the event of UPS damage, a claim must be filed with UPS immediately or merchandise refused in order to allow for a replacement at no charge by Leucos USA

**Warranty:** Leucos USA warrants its products to be free of defects in materials and workmanship for a period of one year from date of delivery of the products. Should at any time defect or deficiency appear due to faulty workmanship and/or material on products still under warranty, Leucos USA may, at its choosing, decide to repair, or replace said goods. Any goods still under warranty that are to be returned to Leucos USA will be sent via the transport of Leucos USA choice.

No labor charge-backs in connection with such defects will be reimbursed without prior written approval from Leucos USA. Purchaser's invoice for labor charge-backs agreed to by Leucos USA must be submitted in writing within thirty (3) days of authorization. No returned merchandise will be accepted without a written authorization from Leucos USA. Repaired or replacement fixtures will be sent via ground. All air shipments ill ship at the client's expense.

All defective merchandise still under warranty will be repaired or replaced. No credit will be issued.

In no event shall Leucos USA be liable for loss of profit, loss of use, financial loss, damage to other equipment or any indirect, consequential, incidental, special, punitive or treble damages whatsoever arising out of or relating to any breach to this warranty. The total liability, contractual or in torts, of Leucos USA relating to any claims arising out of, or in connection with the products, their sale, delivery, replacement, use or performance of the products shall in no case exceed the price allocable to the products. We reserve the right to determine the best method of correcting such defects.

**Disclaimer:** Due to the individually handcrafted characteristics of Leucos USA products, the color, texture and glass finish may not be uniform. These aspects are typical of the high quality of hand blown and hand finished glass products and should not be considered as defects in the workmanship.

**Product Specifications:** For manufacturing and/or improvements, Leucos USA reserves the right to alter at any time without prior notification the technical and/or design specifications of any product illustrated in this list.

**Miscellaneous:** This Agreement constitutes the entire Agreement between Leucos USA and the Purchaser with regard to the purchase and sale of the Products and shall supersede all prior Agreements, undertakings and communications between the Purchaser and Leucos USA with respect to the purchase and sale of the Products.