

## **Terms and Conditions**

### **HOURS OF OPERATION**

Order online thru our Website which is open for business 24 hours a day, 7 days a week. Lumenest Lighting Inc. Of Florida customer service is available toll free at 772)240-0533 from 8:00 AM to 5:00 PM EST Monday thru Friday, excluding holidays, to answer any questions.

### **MINIMUM ORDER**

There is no minimum order requirement. Orders under \$100 are charged a \$15 handling fee.

### **FREE SHIPPING**

FREE SHIPPING - On all orders over \$100 shipped within the Continental United States. Orders under \$100 are charged a \$15 handling fee.

### **SALES TAX**

Lumenest Lighting Inc. Of Florida is located in the State of Florida and is obligated to charge sales tax for delivery within Florida We do not add or collect sales tax for other states - It is the customer's responsibility to pay appropriate sales tax to your state where necessary. Florida Sales tax rates vary by county. Florida tax exempt customers must submit their Florida Exempt Use Certificate or Florida Resale Certificate. to avoid tax. Florida Tax Exempt Customers should email appropriate Certificate at the same time as placing their first order. At checkout make a comment in the Order Comments section stating that Certificate has been emailed or faxed. Lumenest Lighting Inc. Of Florida will file the certificate and deduct the tax from the order. Your tax exempt status will then be profiled in our system; therefore, the tax will not appear at checkout on future orders.

### **PAYMENT OPTIONS**

Lumenest Lighting Inc. Of Florida. accepts Visa, MasterCard, Discover & American Express credit cards. Your card will be billed at the time your products ship. Lumenest Lighting Inc. Of Florida also accepts PayPal. International orders must be paid by Wire Transfer and require confirmation of receipt before Lumenest Lighting Inc. Of Florida can release your order for shipment.

### **SHIPPING METHODS**

Products are shipped at no expense to you within the Continental USA. Small orders are shipped via FedEx or UPS and large orders are shipped via truck. Additional charges will apply for all orders outside of the Continental USA and for expedited orders (i.e.: red, blue, orange, etc.)

### **INTERNATIONAL ORDERS**

International Orders (Orders outside of the United States & Puerto Rico) cannot be accepted thru the shopping cart and need to be sent to Lumenest Lighting Inc. Of Florida along with the International Account Setup Form via email to [lumenestlightinginc@protonmail.com](mailto:lumenestlightinginc@protonmail.com)

International orders must be paid by Wire Transfer and require confirmation of receipt before Lumenest Lighting Inc. Of Florida can release your order for shipment. After receiving your order, Lumenest Lighting Inc. Of Florida will email you to confirm shipment details and advise Wire Transfer instructions. A \$45 Wire Transfer fee will be added to the invoice of all International Orders.

### **ORDER ACCEPTANCE**

Despite our best efforts, a small number of the items on our website may be mispriced. We reserve the right to limit quantities available for sale or sold, and the right at any time to reject, correct, cancel or terminate any order for any reason whatsoever. If the price of any product you order was incorrectly displayed on our Web Site, we will provide you with an opportunity to place an order at the correct price. Your order will be deemed to be accepted by Lumenest Lighting Inc. Of Florida upon our delivery of products that you ordered.

### **ORDER PROCESSING**

All orders are processed as soon as they are received (assuming there are no credit or shipping issues). Orders submitted overnight, on weekends, national and company holidays will be entered into the Lumenest Lighting Inc. Of Florida system the next business day. Orders for in-stock items will typically ship on the next business day. Please review maps for standard delivery times. Expedited shipments of in-stock items must be received by 4:00PM EST to guarantee same-day shipping.

### **ORDER TRACKING**

When your order is shipped you will be sent an e-mail. FedEx & UPS orders will include a tracking number so you can track the order & check the delivery date. Please allow up to 24 hours after receiving the tracking number to retrieve tracking information. You may also login to the Tracking>Shipments area of the Website for tracking information.

### **DAMAGED GOODS POLICY**

If you receive deliveries that are damaged during transit, contact Lumenest Lighting Inc. Of Florida customer service immediately. Although our responsibility for shipment ends with acceptance by the carrier, we will stand by you during this process and make sure we do everything we can to bring it

to a satisfying and timely conclusion. All products are shipped F.O.B. Factory with title of the merchandise passing to the buyer upon tender of shipment to common carrier. The buyer has responsibility for immediate inspection of goods upon delivery. TRUCK SHIPMENTS - Any claim for shortages or breakage must be noted on the Freight Bill of Lading and filed promptly with the carrier. In the event of concealed damage, or if there was any visible damage, carrier should be notified immediately and an inspection requested. Hold all damaged goods & packing material intact until inspection is completed. SMALL PACKAGE DELIVERIES - for smaller FedEx or UPS deliveries that are damaged in transit please sign for the package as damaged instead of refusing the package & contact customer service immediately. If damages are reported within 1 day, we can file a claim on behalf of you and work to quickly resolve the problem.

## **RETURNS**

If your shipment contains a defective product, we sent you the wrong product in error, or you ordered the incorrect product, fill out the send us an RGA and e-mail it to us within 1 day of receipt of shipment (1 year for defectives). We will issue an RGA number to return product along with a label and return instructions. Products returned will not be accepted unless Lumenest Lighting Inc. of Florida has provided a RGA number in advance. Once the returned product is received, it will be inspected. After the inspection Lumenest Lighting Inc. Of Florida will confirm the reason for the return. If the product is deemed defective, all return charges will be paid by Lumenest Lighting Inc. Of Florida. Products must be returned within 7 days after receipt (1 year for defectives). Special Orders may not be returnable. Non-Defective products must be in their original packaging and in resalable condition (do not write on the carton). Handling Charges are not refundable.

- Wrong Item(s) Sent: We will charge you for the product you received and send out the correct product. We will issue a credit for the product returned after received by us.
- Wrong Item(s) Ordered: We will issue a credit for product(s) minus a 25% restocking fee and return freight charges.
- Defective Product(s): We will repair or replace them.
- Product Shortages: Please call Lumenest Lighting Inc. Of Florida immediately & we will work with you to resolve the problem.

## **WARRANTY**

## **Standard Warranty:**

Lumenest Lighting Inc. Of Florida Core Products carry a 1-year warranty from date of purchase against defects in materials and workmanship (assuming normal and proper usage). Customers' sole remedy is repair or replacement. Simply return product to the place of purchase with the original sales receipt within year of purchase. Lumenest Lighting Inc. Of Florida warranties do not apply to products that have been subject to abnormal use or conditions, unauthorized modifications, unauthorized repair, misuse, neglect, accident, alteration, improper installation, or other acts which are not our fault including damage during shipping. The Lumenest Lighting Inc. Of Florida warranty also does not apply to any product that has been damaged by external causes such as fire, flood, sand, dirt, lightning, exposure to weather, acts of God, theft, improper use of any electrical source or connection to a product not recommended in writing for interconnection by us. Lumenest Lighting Inc. Of Florida does not assume any responsibility for your product design, installation or operation.

## **LED Lighting Limited Warranty:**

Lumenest Lighting Inc. Of Florida provides a 1 to 5-year warranty (**excluding under cabinet fixtures & Solar Lighting which carries a 2-year warranty**) from date of purchase against defects in materials and workmanship (assuming normal and proper usage). Customers' sole remedy is repair or replacement. Simply return product to the place of purchase with the original sales receipt within 1 to 5 years of purchase. Lumenest Lighting Inc. Of Florida warranties do not apply to products that have been subject to abnormal use or conditions, unauthorized modifications, unauthorized repair, misuse, neglect, accident, alteration, improper installation, or other acts which are not our fault including damage during shipping. The Manufacturer warranty also does not apply to any product that has been damaged by external causes such as fire, flood, sand, dirt, lightning, exposure to weather, acts of God, theft, improper use of any electrical source or connection to a product not recommended in writing for interconnection by us. MORRIS does not assume any responsibility for your product design, installation or operation.

## **Limitation of Liability**

In no event will seller be liable for any damages, consequential damages, indirect damages, incidental damages, statutory damages, exemplary damages loss of profits, loss of revenue, liquidated damages, or loss of use,

even if informed of the possibility of such damages. Seller's liability for damages arising out of or related to a product shall in no case exceed the purchase price of the product from which the claim arises. To the extent permitted by applicable law, these limitations and exclusions will apply whether Sellers's liability arises or results from breach of contract, breach of warranty, tort (including but not limited to negligence, gross negligence, malice, or intentional conduct), strict liability, by operation of law, or otherwise.

### **PRIVACY POLICY**

Lumenest Lighting Inc. Of Florida fully respects your rights to privacy. This is why we have gone to great lengths to ensure that the systems that we are using provide the most advanced security & the best encryption available in today's e-commerce marketplace. All of your information will not be shared with anyone or any company. Our goal is to make your on-line experience an enjoyable one so that you return to our site again & again.

Thank You, Lane Mac Lean 772)240-0533