



TERMS & CONDITIONS

Version: 11/1/21

PRICES & MINIMUM ORDER

All prices quoted are in US Dollars and are subject to change without notice. We ship full case quantities only. No broken cases except for sample orders.

FREIGHT ALLOWANCE

Price quoted is FOB eLumigen Warehouse. Freight costs will be allowed on individual orders greater than \$1,750 NET to destinations within the 48 contiguous states and District of Columbia, unless otherwise stated in writing. Freight charges for orders less than \$1,750 will appear on final invoice.

PAYMENT TERMS

For accounts with approved credit, Net 30 Days from date of shipment as it appears on invoice. Past due accounts will be subject to a late charge of 1.5% per month. All payments made via ACH to eLumigen as detailed on billing statement. For all other accounts, payment may be made by major credit or debit card.

CREDIT

All orders will be subject to confirmation of approved credit by eLumigen prior to processing and shipping.

FREIGHT CLAIMS

Upon receipt by carrier of merchandise, risk of loss for merchandise will pass from eLumigen to customer. All claims for damages or loss must be reported promptly to carrier. Claims for shortage must be made to eLumigen within 7 days of receipt of shipment.

RETURNS

All requests for returns must be processed according to a Return Goods Authorization "RGA." No returns will be accepted by eLumigen without prior written authorization. If authorization is granted, the material returned will be subject to a stocking charge of up to 25%. The RGA is not a credit. Credit will only be issued when returning product is received, inspected by and found to be defective by eLumigen.

LIMITED WARRANTY

eLumigen guarantees its product to be free from defects in material and workmanship for a specified period as set forth on the eLumigen website (www.elumigen.com). Our obligation under this warranty shall be limited to repair, replacement, or refund of the purchase price, at our option, of any products or parts which prove to be defective. eLumigen will under no circumstances be liable for any other costs involved in repair or replacement, loss of profit or any damages of any kind. Except as stated here, there are no express or implied warranties of any kind. All specifications are subject to change without notice.

This quotation supersedes all previous quotations and agreements relating to this transaction. Unless otherwise stated on this document (i) Our quotation for your use in submitting a job or project bid expires 30 days from the date hereof and may be withdrawn earlier by us if prior to acceptance of your bid; (ii) All other quotations are subject to price increases in effect through time of shipment.

All Sales are subject to eLumigen Terms & Conditions in effect at the time of the quotation. This quotation supersedes all previous quotations relating to this transaction. Due to market conditions and transportation impacts, all products or items set forth in this quotation are subject to price increases through time of shipment unless this quotation expressly states that pricing for any such products or items is firm and fixed. Any services included in this quotation and listed as not being performed by eLumigen shall be provided on a pass-through basis with the actual service provider's terms and conditions governing the provision of the services. eLumigen reserves the right to process this quotation through an authorized eLumigen distributor of our choice. Notwithstanding anything to the contrary in the Customer Purchase Order or any subsequent documents, eLumigen expressly objects to any additional or different terms proposed by the Customer, and no such terms will be binding on eLumigen unless specifically agreed to in writing by an eLumigen officer.

eLumigen assumes no responsibility for errors or omissions herein.