

IMPORTANT CUSTOMER NOTICE TERMS & CONDITIONS OF ALL SALES

1. Sales are made on a cash basis only, unless prior credit arrangements have been made. Balances unpaid after 30 days from the date of order or invoice date, whichever is earlier, will be subject to a late charge of 1.5% per month together with expenses incidental to collection, including reasonable attorney's fees. All orders shall be processed and picked-up at AquaLumi's warehouse or other designated location in Florida by Customer, unless otherwise specifically stated herein. Title to and risk of loss of Products shall pass to Customer upon leaving AquaLumi's warehouse. In the case of delivery by AquaLumi or an independent contractor, delivery charges will be assessed in advance and said charges will vary depending on weight variances and conditions of unloading material. Delivery dates are not guaranteed.
2. Prices in quotations made by AquaLumi are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by AquaLumi in writing. Price extensions when made, are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on AquaLumi. Prices shown do not include any sales, excise, or other governmental tax or charge payable by AquaLumi to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse AquaLumi for any such tax or to provide AquaLumi with an acceptable tax exemption certificate.
3. Customer agrees to examine carefully the Products upon receipt, as AquaLumi is not responsible for labor and materials after products are installed, used or altered in any way. No refunds or exchanges will be made a) without proof of purchase, b) unless the products are defective, c) unless the products are returned undamaged and in the same saleable new condition as when sold to Customer, d) and unless returned within 7 calendar days from date of purchase. Only products in their original packaging will be accepted for return. Returns are to be delivered to AquaLumi at Customer's expense for inspection prior to authorizing any return. In the event of a refund or exchange, there will be a 20% restocking charge to Customer of the purchase amount. Notwithstanding anything to the contrary, discontinued and closeout items are sold "as is" and such sales are final and non-refundable. Also, returns, refunds, or exchanges will not be accepted on discontinued and closeout items, and on special order items. Only the manufacturer's warranty, if any, will be Customer's recourse on such items.
4. Customer will be charged a 20% cancellation fee of the purchase amount upon cancellation of an order. Purchases made by cash, check or credit card will be refunded by check and mailed directly to Customer within 3 weeks. There will be a \$50.00 service charge on returned checks.
5. In the event that AquaLumi consents to the delivery of an order to Customer via a third party carrier, such as UPS, in addition to the shipping charges and fees of the carrier, a \$6.00 handling charge will be assessed (per box) by AquaLumi on all such deliveries as additional handling costs.
6. AquaLumi will employ reasonable efforts to fulfill Customer's orders promptly upon acceptance but reserves the right to allot available inventories, as it deems best and necessary and to suspend the offering of certain products, as it deems best and necessary. AquaLumi shall not be liable for failure to ship or for delay in delivery of the Products specified in any accepted order for any reason whatsoever, including acts of negligence, except that in the event that it cancels and order, AquaLumi will promptly return to Customer any monies paid on said order, if any.
7. Samples, color charts, color illustration, and reproductions in catalogs are accurate but not a precise representation of the actual color or shade of any particular item. Cracks, scratches and breakage may occur if products are not installed properly or if not handled with care. Consequently, AquaLumi shall not be responsible or have any liability, nor warrants against: shade variation, cracking, scratching, or wear on product surface; defects discovered after installation or alteration of the product or other materials; abrasion on installed products. Further, AquaLumi makes no representation or warranty, expressed or implied, as to the merchantability or fitness of its Products for a particular purpose, or any other representation or warranty of any kind whatsoever, except as such warranties, guarantees, premises, or information are expressed and specifically set forth herein or in any written amendment hereto. Products sold by AquaLumi are not wear resistant and AquaLumi does not guarantee that wear and tear shall not occur.
8. Failure by Customer to notify AquaLumi in writing of any defects or damage in the Products within 5 calendar days from receipt of same shall be deemed conclusive proof that the Products were received by Customer without defects, damage or shortages. Under no circumstances are any losses, claims or damage to be set-off, deducted, or discounted from any amount due to AquaLumi. Notwithstanding the foregoing, in the event that AquaLumi admits to liability or is found to be responsible for breach of this Agreement or for defective or damaged Products by court of competent jurisdiction, Customer agrees that AquaLumi liability in all cases, and Customer's sole and exclusive remedy, is limited to the replacement of like kind merchandise claimed to be defective, and under no circumstances will AquaLumi liability exceed the price of the material paid by the Customer. AquaLumi shall not be liable, hereunder or otherwise, for lost profits, indirect, incidental or consequential damages, whether or not occasioned by AquaLumi own negligence or the negligence of any employee, contractor or agent of AquaLumi.
9. No representation shall bind AquaLumi, unless incorporated in writing, and no modifications or additions to the terms of the purchase shall bind AquaLumi unless they are in writing and signed by an AquaLumi Store Manager.
10. The parties hereby agree and submit themselves to the jurisdiction of the Florida Courts (State or Federal) and agree that Florida law shall be applicable and Miami Dade County will be the exclusive venue for any such disputes.
11. AquaLumi and customer hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this purchase and/or any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealings, statements (whether verbal or written) or actions of either party.