



## LUMISTAR TERMS & CONDITIONS FOR SALES ORDERS

**Effective Date: November 1, 2019**

### ORDERING LUMISTAR PRODUCTS

**Ordering:** Lumistar customers may place a purchase order by sending an email to [sales@lumistar.net](mailto:sales@lumistar.net) or by calling our "Dedicated Sales" phone line at (760) 431-2181 x108. Our normal hours of operation are Monday through Friday from 0800 to 1700 (Pacific Time). For phone orders, please have your Lumistar quote number (if applicable), shipping and billing addressee and shipping account number available when you call. We accept VISA, MasterCard, money orders, cash or check with orders. We accept purchase orders with Net 30 days payment terms with approved credit.

**Quotations:** Lumistar Applications Engineering and Sales professionals will work closely with our customers to provide quotations for products that meet or exceed the exact customer requirements. In some cases we are able to provide a verbal "ROM" quote which would normally be followed by a formal written quote via E-mail or Fax. Unless otherwise specified on the written quote, quote validity is 90 days from the date the quote is rendered. The quote is valid for only the item(s) and quantities specified on the quote. If the product carries a special warranty, as opposed to Lumistar's standard warranty, it will be noted on the quotation. All unintended clerical errors are subject to correction.

**Acceptance of Order:** Lumistar reserves the right to accept or reject any written purchase order, and acceptance will be in accordance with the policies and terms contained herein. Lumistar will provide written acceptance of all orders. A verbal purchase order will be accepted and executed upon receipt of confirmation from the customer providing, at a minimum, a purchase order number or credit card number with ship to address along with the exact item(s) model number(s) to be ordered and/or a Lumistar quote number.

**Cancellation of Order:** Many Lumistar products are standard in nature (such as base functionality, frequency bands, data formats), but often have customer-specified parameters (e.g., number of filters and filter types, special connector I/O, etc...) Therefore, in the case where a non-standard item has been purchased, Lumistar may impose a 15% minimum restocking fee on cancellations that are received more than 5 days after the date of the purchase order.

**Modification(s) to Original Order:** Lumistar will assess the impact of any customer directed change after the order is placed and work with the customer to adjust prices and/or delivery dates if required. Reducing the number of ordered units is generally not an issue unless these are non-standard items in the order. In this case, the customer will incur the same restocking fee rate as an order cancellation, applied only on the number of units in the reduction.

### LUMISTAR PRICING

All prices quoted by Lumistar are in U.S. dollars. Lumistar maintains an internally published price list for all standard items produced. Prices are subject to change without notice. Quantity discounts are available and are a function of the number and type of units ordered. Unless otherwise specified by Lumistar in writing, all prices quoted are exclusive of all taxes and shipping/handling charges. These items will be charged as separate items on the invoice. We collect and pay taxes for customers ONLY in the state of California.

### ORDER STATUS AND DELIVERY ESTIMATES

The customer may call or email at any time to inquire on the delivery status of a purchase order or to request a change to the delivery date. If a status or delivery date request is required, please send an email to [sales@lumistar.net](mailto:sales@lumistar.net) or call 760-431-2181 x103 or (858) 869-3546. A Lumistar Sales Associate will discuss your request with you and provide a reply as soon as possible.

## LEAD TIME AND SHIPPING

Scheduled delivery dates shall be determined by adding the "lead time" days after receipt of order (ARO) from the quotation to the date of the receipt of the purchase order. Lumistar prides itself on its ability to deliver on schedule, and in many cases early. Therefore, unless otherwise specified on the purchase order, Lumistar reserves the right to ship earlier than the date quoted and/or confirmed at the time the order was placed. However, in the unfortunate circumstance your order will be delayed for any reason, we will provide this information as soon as it becomes known to us. If a delay causes an unacceptable hardship, please advise us so that we may be able to temporarily relieve your situation through any means available, including the temporary use of available demonstration equipment.

Lumistar ships all orders "FOB Lumistar Factory, Carlsbad, CA 92011 USA". Our standard / preferred shipping carrier is Fed Ex Express Standard 2<sup>nd</sup> Day. If you desire expedited shipping service, you must advise Lumistar in writing or in the purchase order. If you desire to use your own shipping account, please include this information on the purchase order. Otherwise Lumistar will invoice the customer for actual shipping charges, known as "Pre-Pay and Add" (PPA). Lumistar does not insure any shipment for damage unless authorized to do so by the customer. Lumistar will package the goods for shipment using container materials that are or industry standard quality, or better. Pelican type custom shipping containers are available as options. Damage during shipment for any reason is the carrier's responsibility. Lumistar urges the customer to consider insurance coverage for damage. Lumistar will work with the customer to assess shipping damages and provide support for claims, but the customer is responsible for filing claims with the common carrier for those shipments originating from Lumistar.

## APPLICATION ENGINEERING SUPPORT

If the standard products presented in our catalog data sheet offerings or web site location cannot satisfy your unique applications, please contact us and we'll be happy to discuss them with you. It's quite possible that your needs can be met either by simple modifications to our standard products. One area where Lumistar has particular experience is in building "Custom Integrated Assemblies", wherein we can specifically tailor a solution to your needs by selecting standard cards of various types / functions and integrating them in to a system of your design. Lumistar is always happy to entertain your special requests. We will quickly assess your requirements and advise you of whether or not we can develop a cost-effective solution. Lumistar will perform a Factory Specified Acceptance Test on each and every unit produced and sold, and a Certificate of Conformance will accompany each order. If specific tests are requested, we will be happy to entertain customer directed test plans. There may be an additional fee for these items.

## LICENSING FOR EXPORT OR GENERAL USE

At the time of this writing, all Lumistar products are classified with the US Dept. of Commerce as "EAR-99". EAR99 is a classification for an item. It indicates that a particular item is subject to the Export Administration Regulations (EAR), but not listed with a specific Export Control Classification Number (ECCN) on the Commerce Control List (CCL). While the classification describes the item, the authorization for shipment of that item may change, depending on the transaction.

Some Lumistar items are low power transmitters of radio frequency signals. Therefore, it may be required to obtain an FCC or Governmental license for their use. It is the responsibility of the customer to obtain any required licenses to operate Lumistar equipment. Upon request, Lumistar will provide any information required in support of the licensing process.

## PRE & POST DELIVERY TECHNICAL ASSISTANCE

Lumistar's staff of Sales/Applications and Field Support engineers are always available to assist you in selecting the right components or systems to order to satisfy your requirements or in post-delivery mode to assist in the proper setup and operation of the equipment in order to assist the customer in maximizing the effectiveness of the fielded systems. If technical assistance is required, please contact our Applications Engineering Support center at 760-431-2181 x115 and the call will be answered by an appropriate technical expert.

## WARRANTY

Lumistar warrants its products to be free from defects related to materials and workmanship for a period of two-years from the date of shipment from our facility. Optional extended warranties are available at additional cost. For more information, please refer to our specific policy document on Warranty and Returns. <https://lumistar.com/uploads/LumistarWarranty.pdf>

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**Carlsbad, CA 92011**  
**FAX: 760-431-2665**

## **PAYMENT SECURITY INTEREST**

If payment with order was not required, the purchaser shall pay Lumistar within 30 days from the date of invoice unless other terms were established prior to the order. Products are invoiced on the date of shipment. All balances remaining unpaid on the due date are subject to a service charge of 1.5% per month or part of a month (18% per annum) until paid. Lumistar reserves the right to refuse orders, suspend credit, accelerate payment due dates, retain possession of products in Lumistar's possession, stop products in transit and cancel unfilled orders when it determines, in its sole discretion, that your credit conditions warrant such action. If you become delinquent in the payment of any sum due Lumistar, Lumistar will not be obligated to continue performance under any agreement with you. Without limiting the generality of the foregoing, your failure to pay any invoice at its maturity date shall make all subsequent invoices immediately due and payable irrespective of contrary dating set forth in such invoices; and upon such failure, Lumistar may thereafter require that you make payment before shipment is made from Lumistar or at such other time as Lumistar may specify, or Lumistar at its option may cancel the unfilled portion of any or all orders and withdraw all unaccepted quotations. All of the foregoing remedies, and all other remedies of Lumistar, are cumulative and not alternative.

## **LIMITATION OF LIABILITY**

Independent of any other limitation of this document, it is agreed that in no event will Lumistar be liable for special, incidental, exemplary, punitive, consequential, or any indirect damages or for the loss of anticipated profit to the customer, the customer's customer(s) end users or any other persons. Lumistar does not assume any liability because of its failure to deliver, or not to deliver on schedule, or for errors made in the filling of orders for any reason. Lumistar shall not be responsible or held liable for failure of performance of contracts resulting from orders placed hereunder, due to causes beyond its control including, but not limited to, fires, civil disturbances, riots, rebellions, strikes, acts of God, and similar occurrences. In any event, Lumistar's liability for breach of warranty, infringement and other matters shall not exceed the purchase price of the goods.

Lumistar appreciates your business. We constantly strive to provide exceptional products and support, and believe that "What Is Good For The Customer Is Good For Lumistar". "Your Challenge Is Our Progress". Please feel free to contact us at any time.

