

Terms and Conditions (T&C) of Sale.

The Buyer acknowledges that if its T&C of Purchase differ from Superlum's T&C of Sale, they should be valid only to the extent accepted and confirmed in writing by Superlum. Otherwise these T&C shall prevail and shall govern the Terms of Contract between Superlum and the Buyer.

Prices/Quotation:

Prices for goods and services provided by Superlum are stated in a Quotation. Superlum reserves the right to amend prices to correct errors or omissions.

Prices are quoted in USD or EUR on an Ex Works basis.

Prices are exclusive of VAT.

Zero VAT and import duties apply for deliveries within the EU.

Prices are quoted on the understanding that the whole of the quantity quoted for will be ordered, otherwise Superlum reserves the right to amend the quotation.

Import taxes and duties are the responsibility of the Buyer. Quotes are valid for 30 days after date of issue.

Orders:

Orders are to be addressed to:

Superlum,
Unit B3, Fota Point Enterprise Park,
Carrigtwohill,
Co. Cork,
Ireland.

And sent by email to sales@superlum.ie

Or faxed to +353-21-4533026

Acceptance, Alteration and Cancellation of Orders:

The Purchase Order is deemed to be accepted after Superlum issues confirmation that the Order has been received.

The Buyer retains the right to alter/cancel the order if it becomes apparent that the Products ordered do not meet the specifications stipulated in the Purchase Order.

In the case that the Order was for customised products, manufactured specifically to the Buyer's specifications, Superlum will require three months written notice for cancellation/alteration of the Order. The Buyer will be obliged to purchase all parts that were attained specifically for that order.

Terms of Payment:

First-time Buyers will be required to pay on a 100% prepayment basis.

For established Buyers, Superlum offers payment terms of net 30 days, unless otherwise stated.

Superlum reserves the right to withhold or cancel deliveries and to revoke any credit extended to the Buyer for any failure to pay for goods when due under this or any contract with Superlum.

The Buyer shall indemnify Superlum for any loss caused by reason of such withholding or cancellation of delivery.

A penalty of 2% will apply to payments 30+ days overdue, 4% to payment overdue 60+ days, 6% to payments overdue 90+ days.

Title/Ownership of Goods:

Goods remain the property of Superlum until they are fully paid for.

Delivery Dates/Shipping/Customs:

Delivery dates quoted are an approximate estimation and may be subject to change. Superlum will make every effort to deliver the product as close to the estimation as possible, but will not accept cancellation of contract, or liability, for any direct or indirect losses as a result of delay.

Partial shipment for multiple items ordered is available. Each Partial shipment will be treated as a separate order.

Delivery for non-stock items is approximately 6-8 weeks.

Superlum will not be responsible for delay of delivery due to circumstances out of its control.

Arrangements for Shipping and Goods in Transit Insurance must be agreed in advance and stated in the Purchase Order.

Ordinarily, Superlum will decide the most appropriate way to ship the product. However, upon request of the Buyer, Superlum can deliver by any other designated courier service represented in the Republic of Ireland.

If the Buyer chooses to nominate a particular courier, the name of that courier/carrier must be clearly stated in PO. In this case, Goods in Transit Insurance is the responsibility of the Buyer.

The relevant Customs Tariff number is indicated in the shipping invoice.

Damages/Loss:

It is Superlum's policy to provide Goods in Transit Insurance for each shipment.

However, if the Buyer chooses to ship on its own account, then insurance is the responsibility of the Buyer. Superlum will not accept any liability for goods damaged/missing in this instance.

Warranty:

Superlum products are covered by warranty for the period of 12 months. Failure Root Cause analysis is carried out free-of-charge (shipping excluded) after the expiry of 12 months warranty period. This warranty DOES NOT cover instances of damage caused by improper handling, testing, installation or operation of the products or when the Superlum recommendations have been ignored. Superluminescent Light Emitting Diodes (SLDs) are extremely sensitive devices and must be protected from optical feedback according to User Manuals enclosed with each shipment and Application Notes available on

http://www.superlumdiodes.com/pdf/sld_feedback.pdf.

Standard warranty does not cover damage to SLD caused by use of controllers other than controllers manufactured or recommended by Superlum.

Returns Policy:

Superlum will only consider return of stock items (i.e. non-custom made items).

Goods 'unwanted' or 'incorrectly ordered' that have been accepted for return, should be returned to Superlum within 21 days and will be subject to a minimum restocking fee of 25% of the invoice value of the Goods.

Prior to returning Goods to Superlum for any reason, the Buyer should contact Superlum to obtain a returned materials authorisation number ('RMA'). All Goods are returned at the Buyer's risk and expense and should be undamaged by the Buyer and in their original packaging. The Buyer is responsible for returning Goods to Superlum and for providing proof of delivery of such return.

Any Goods returned after 21 days may be accepted at the discretion of the Superlum.

Superlum has a non-returns policy for custom manufactured items.

Under no circumstances will goods that have been used/altered be considered for return.

General:

All contracts entered into by Superlum shall be determined in accordance with the law of the Republic of Ireland.

Superlum guarantees complete confidentiality of all contracts.