

Terms and Conditions

Prices quoted are in effect for a period of thirty (30) calendar days from the date of the proposal.

Prices included herein reflect the savings associated with a multifaceted project and assumes all work outlined within the proposal will be undertaken by the Customer unless otherwise specified. Luminary Air Group, LLC reserves the right to adjust line item pricing should the Customer elect to forego some elements of the proposal.

Prices quoted are in US Dollars. Acceptable methods of payment include wire transfer or certified bank draft.

Terms/Schedule of Payment in US Dollars will be as follows:

An initial deposit may be required upon acceptance of the proposal. This initial payment is required to secure the production per the date requested. This deposit is non-refundable and will be retained by Luminary Air Group as liquidated damages if the Customer cancels or materially changes the scope or scheduling of the work.

Payment is due in full upon completion of work and/or upon delivery to the Customer. The Final payment will be set forth in the Sales Quote submitted to the Customer. Luminary Air Group reserves the right to change the Final Payment Terms with each individual Customer. The final payment may include additional charges associated with discrepancies not addressed within this proposal, additional work authorized by the Customer on a Change Order, or subsequent Work Order Authorization. (Please refer to Additional/Supplemental Invoicing below).

Given the delay often encountered in receiving invoices from outside suppliers, Luminary Air Group reserves the right to utilize multiple invoices.

A finance charge of 1.33% per month will be assessed on account balances unpaid for thirty (30) days or more.

ADDITIONAL/SUPPLEMENTAL INVOICING

The following charges are not reflected in this proposal and, if applicable, will be added to the final invoice.

1. State sales or use tax.
2. FREIGHT/SHIPPING CHARGES - Customer is responsible for all shipping costs, including the return of all shipping containers, or the subsequent purchase of such shipping containers if they are not returned. Customer must provide Luminary Air Group with their freight/shipping carrier and account number in order for Luminary Air Group to ship the product.

3. Miscellaneous materials and environmental regulation charges - A charge of 2.5% of labor charges will be added to all Customer invoices for disposal of hazardous materials. This charge also covers ancillary cost to comply with local, state, and federal environmental regulations.
4. OVERTIME CHARGES – No overtime will be incurred without advance notice to the Customer. A Change Order must be issued by Customer approving overtime and reflecting the costs to be added to the original Purchase Order.

PLACE AND TIME OF PERFORMANCE

Unless otherwise stated within this proposal, all services will be performed during regular (non-overtime) working hours at the Luminary Air Group facility.

The lead-time referenced in this proposal reflects the time required for completion of the work outlined within this proposal. Additional work, whether requested by the Customer or necessitated by the manufacturing process, may require additional lead-time. Luminary Air Group is not responsible for delays incurred as a result of forces beyond our control including, but not limited to, delays caused by suppliers, outside service providers, transportation services, the FAA, or other sustaining factor.

CHANGES IN WORK SCOPE

To protect the rights of both the Customer and Luminary Air Group, the Customer is asked to name, on the enclosed affidavit, those persons authorized to act on their behalf regarding changes or modifications. Any changes to the scope of work, agreed upon within the proposal or added after commencement of this project, will be documented on a Change Order or Work Order Authorization Form and signed by the Customer, or representative, and a Luminary Air Group representative.

SUBSTITUTION

Luminary Air Group may incorporate changes in design, construction, or installation and substitute equivalent equipment, accessories, parts, or material where it deems such changes are necessary to improve the quality, performance, reliability, stability, utility or appearance of the goods or materials supplied hereunder.

LIMITED WARRANTY

Luminary Air Group warrants that the services performed hereunder will comply with applicable FAA regulations in effect as of the date the work is performed and as interpreted by the FAA office having jurisdiction over this facility. All work will be delivered free from defects in workmanship and materials. All work will be warranted under normal use for one (1) year from date of installation on new components and ninety (90) days on used components. This warranty does not apply to normal wear and tear, the consequences of accidents, negligence, abuse, misuse, repair, removal, reinstallation, or alteration, other than by Luminary Air Group and to the Customer-furnished parts, material, or equipment.

APPLICABLE LAW

This Agreement shall be deemed to have been made in Virginia and shall be governed in all respect by the laws of the Commonwealth of Virginia.

The Customer's sole and exclusive remedy, and Luminary Air Group sole and exclusive liability, with respect to this warranty is limited to the repair or replacement (at Luminary Air Group option) of the defective work or component. Such repair or replacement shall be performed at Luminary Air Group and requires the component, material, or equipment arrive at the Luminary Air Group factory, freight on board.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR PARTICULAR USE. LUMINARY AIR GROUP WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF USE.