

Terms & Conditions

Contact Information

Lamp Express USA, Inc.
P.O. Box 812080
Boca Raton, FL 33481-2080
Phone and Fax 888-539-8847
E-Mail sales@lexusa.com, Internet www.lexusa.com

General Information

All products are sold according to **our** Terms and Conditions. By placing an order with Lamp Express you are bound to our Terms and Conditions, no exceptions.

Lamp Express USA, Inc. is a Authorized Importer/Distributor for THEIMER Products in the United States and Canada. Any person or company selling, distributing, wholesaling, vending, marketing, displaying, advertising or exhibiting any THEIMER or BLUETEC product in the U.S. or Canada (or attempting any of the foregoing) without the expressed written permission of Lamp Express USA, Inc. is unauthorized. Any THEIMER or BLUETEC product purchased from any unauthorized source is not covered by applicable warranties.

Lamp Express USA, Inc., (LE), located in Boca Raton, Florida, carries most parts to support THEIMER products sold in the United States and Canada. Schematic diagrams can be faxed or eMailed to help repairs proceed as quickly as possible. Additional service assistance is provided by the Tech Info page on our web site at www.lexusa.com/techhelp.html Detailed troubleshooting guides and schematics can be downloaded. The parts and accessories page provides pictures of the most common item used for repair of THEIMER Products.

Pricing

Prices and specifications are subject to change without notice. Occasionally Lamp Express may publish special sales prices on our web site. These prices are only available to end users when ordering on-line and are not subject to dealer discounts.

Payment Terms

End user: Terms of payment are; Pre-Payment, Credit Card or Cash on Delivery (COD). COD orders are subject to a \$10.00 surcharge.

Resellers: Prior credit approval required; Terms of payment are 1% 10 days, net 30 days.

All customers: If payment is not received on the invoice due date, a late payment charge of 2.0% per month, annual rate of 24%, will be imposed on the unpaid balance.

Special order items: Parts and equipment that is deemed "Special Order" require a 100% deposit when placing the order.

Foreign orders: Orders placed from outside the United States of America need to be paid in full, by credit card or wire transfer, before the order ships.

BLUETEC Information

All lamps sold by Lamp Express are sold under the BLUETEC trade name.

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Theimer Parts Warranty Information

All replacement parts are warranted for 90 days, with the following exceptions: All printed circuit boards, transformers and chokes carry a six month warranty (lamp change records have to be submitted at time of warranty request).

Theimer Equipment Warranty Information

Theimer equipment is warranted under Theimer's terms and conditions. Lamp Express USA, Inc. warrants Theimer equipment to the original purchaser against defects in material or workmanship for a period of six month from the date of shipment. Under this warranty LE's obligation is limited to replacing or repairing the defective equipment, at its option. All warranty service is handled through the dealer from whom the equipment was originally purchased. Labor and transportation charges for warranty service and installation costs are not covered, and may be charged at the option of the dealer. LE will not cover equipment under warranty when the failure was caused by improper installation and/or operation.

Warranty of Theimer equipment which becomes part of another machine, i.e. integration of a Theimer exposure system into a customer designed system, is not warranted by LE or Theimer. LE or Theimer will not provide field support for these units, however LE will provide technical phone & eMail support for up to six month after delivery of the equipment.

Parts and components failing within a period of six month from the date of shipment, will be replaced free of charge as long as the failure was not caused by improper handling, installation and operation of the equipment. Labor, shipping and transportation charges for warranty service and installation costs are not covered under this warranty.

Any defective item replaced under warranty is considered the property of, and must be returned to LE if requested. Warranty is void when other than BLUETEC lamps are used in THEIMER equipment.

Lamp Warranty Information

All BLUETEC lamps carry a 600 hour warranty, except when stated differently. The lamps carry a prorated warranty that states, they will not lose more than 25% of their actinic output, measured at 365 nm, during the warranty period.

Other Equipment Warranty Information

Equipment (other than Theimer) is warranted under the original manufacturers terms and conditions. Under this warranty LE's obligation is limited to replacing or repairing the defective equipment, at its option. All warranty service is handled through the dealer from whom the equipment was originally purchased. Labor and transportation charges for warranty service and installation costs are not covered, and may be charged at the option of the dealer. LE will not cover equipment or parts under warranty when the failure was caused by improper installation. Any defective item replaced under warranty is considered the property of, and must be returned to LE if requested.

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Technical Support

Free technical support and trouble shooting is provided for all equipment sold by LE for a period of five (5) years. LE is not supporting Theimer equipment sold by other vendors or from the Theimer factory direct. Technical support for equipment older than five years is available, at an hourly rate charge of \$60.00

Credit

LE, at its sole discretion, will either replace defective items under warranty or issue a credit note to the customers account. Lamp Express does not issue checks or cash refunds for warranty compensation.

Returned Items

LE does not accept returned items for credit, unless a RMA# has been issued. Items send to us without a valid RMA# may be returned to sender or discarded. Returned items ordered in error are subject to a restocking fee. The minimum restocking fee will be \$25.00, or 10% of the items cost, if the item is returned with in 30 days of invoice. If the item is returned after 30 days, but before 60 days, a 25% restock fee will be charged. No items will be accepted for credit after 60 days.

Cancelled Orders

LE charges a 10% cancelation fee for items that are special ordered from our supplier and then cancelled.

Minimum Order

The minimum order value for reseller is \$75.00
The re is no minimum order value for end users.

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Shipping Charges

The current shipping charges for all items up to 1 pound are:

US\$	Ground	2nd Day	Overnight
Lower 48	\$15.00	\$26.00	\$55.00
AK	\$25.00	\$45.00	\$50.00
HI	\$55.00	\$60.00	\$60.00
Canada	\$30.00	\$60.00	\$70.00

We will contact your with the actual shipping charge for shipping weights over 1 pound. The shipping charges include packaging and handling fees.

In case shipping cost are charged on the customers shipping account or on a third party account, a flat fee of **\$5.00** will be charged for packaging and handling.

Internet orders

Product and shipping charges that are calculated by our web server on check-out may not be accurate. Should we discover any errors while processing your order, we will contact you before your credit card is charged.

International orders

International orders are charged according to the current UPS or FedEx rates at the time of the shipment.

Important:

Lamp Express is not responsible for import duties, taxes such as VAT and other levies. Please consult your local customs office for all relevant charges before you place your order.

Our Web Site

The Lamp Express USA, Inc. website (www.lexusa.com) has been prepared solely for the purpose of providing information about Lamp Express USA, Inc. and the services and products it offers. This website has been compiled in good faith by Lamp Express. However, no representation is made as to the completeness or accuracy of the information it contains. In particular, you should be aware that this information may be incomplete or may contain errors. The contents of the web site can become out-of-date and Lamp Express makes no commitment, and disclaims any duty, to update any of those pages.

Lamp Express reserves the right to add, modify or delete any information at this website at any time. The information on the Lamp Express web site and any references to products or services are provided 'as is' without any warranty or implied term of any kind.

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Exclusion

LE shall not be liable for any injury, loss, or damage, direct or consequential, arising from the use or inability to use the equipment. It is the purchasers responsibility to determine the suitability of the equipment for the intended use and the purchaser assumes all risks and liabilities.

Limitation of Liability

(a) Neither LE nor its suppliers shall be liable to you or any third party for any indirect, special, incidental, punitive, cover or consequential damages (including, but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption, or the like), arising out of the use of, or inability to use, the software and or hardware and based on any theory of liability including breach of contract, breach of warranty, tort, (including, but not limited to, negligence), product liability or otherwise, even if LE or its representatives have been advised of the possibility of such damages and even if a remedy seth forth herein is found to have failed of its essential purpose.

(b) (USA only) Some states do not allow the limitation or exclusion of liability for incidental of consequential damages, so the above limitation or exclusion may not apply to you and you may also have other legal rights that vary from that to state.

(c) LE's total liability yo you for actual damages for any cause whatsoever will be limited to the greater of one Dollar (\$1) or the amount paid by you for the software or hardware that caused the damage.

(d) The foregoing limitations on liability are intended to apply to the warranties and disclaimers above and all other aspects of this End-User license agreement.

(e) (Outside of the USA) Consumer End User Only The limitation or exclusions of warranties, remedies or liability contained in this End-User license agreement shall apply to you only to the extent such limitations or exclusions are permitted under the law of the jurisdiction where you are located.

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