

General Terms and Conditions of Sale

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Luka-X, LLC
40 High Bridge Road
Sandy Hook, CT 06482
United States

1. **Quotations & Pricing**

Quotation validity period is as stated on the quote or proposal. If no period is stated, prices are valid for 30 days from the date of the quote. Prices are subject to change without notice prior to acceptance.

2. **Shipping, Taxes, Duties**

Shipping charges, taxes, customs duties, and related fees are the responsibility of the Buyer and may be invoiced separately if not included in the quote.

3. **Payment Terms**

Payment terms are as specified on the quote or invoice. If no terms are stated, standard terms are Net 30. Late payments are subject to a 1.5% monthly finance charge. Buyer is responsible for all bank fees or transfer costs associated with payment.

4. **Order Acceptance & Cancellation**

Orders are considered accepted only upon written confirmation by Seller. Cancellations are subject to fees covering material, labor, and administrative costs incurred prior to cancellation.

5. **Delivery & Lead Times**

Shipping and delivery times are estimates only. Seller shall not be liable for delays due to circumstances beyond its control, including but not limited to carrier delays, material shortages, or force majeure events.

6. **Limited Warranty**

Seller warrants that products will conform to agreed specifications at the time of shipment. No other warranties, express or implied, including merchantability or fitness for a particular purpose, are provided. Buyer is solely responsible for determining the suitability of the product for its intended use.

7. **Returns & Claims**

Claims for shortages, defects, or damages must be made in writing within 60 days of

receipt of goods. No returns will be accepted without prior written approval. Returned goods must be unused and in original condition.

8. Liability Limitation

Seller's liability shall not exceed the purchase price of the goods. In no event shall Seller be liable for incidental, consequential, punitive, or special damages, including loss of profit, downtime, or loss of business.

9. Governing Law & Venue

All transactions shall be governed by the laws of the State of Connecticut, United States of America. Any legal disputes must be resolved exclusively in the courts located in Fairfield County, Connecticut, USA. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

10. Collections & Legal Fees

Buyer agrees to pay all costs of collection, including reasonable attorney's fees, in the event of non-payment or breach requiring legal or collection action.

11. Force Majeure

Seller shall not be liable for failure to perform due to events beyond its control, including but not limited to natural disasters, labor disputes, pandemics, supply chain disruptions, or transportation delays.

12. Title & Risk of Loss

Title and risk of loss pass to Buyer upon delivery to the carrier, regardless of freight terms or shipping method.

13. Export Control Compliance

Buyer agrees to comply with all applicable U.S. export control laws and regulations. Buyer is solely responsible for obtaining any required export or import licenses.

14. Indemnity

Buyer agrees to indemnify, defend, and hold Seller harmless from any claims, liabilities, losses, or damages arising out of Buyer's use, misuse, modification, or resale of the goods.

15. Entire Agreement

These Terms of Sale constitute the entire agreement between the parties with respect to the sale of goods described herein and supersede all prior or contemporaneous communications regarding such sales, except where a separately executed written agreement exists between the parties. In the event of a conflict between these Terms and such a written agreement, the written agreement shall govern.

16. Conflicts with Quote or Invoice

In the event of a conflict between these Terms of Sale and the specific terms stated in a valid quote, proposal, or invoice issued by Seller, the terms stated in such quote, proposal, or invoice shall take precedence.