#### TERMS AND CONDITIONS

All orders must be paid for in full at the time of placing the order. Lead time is approximately three (3) weeks.

#### **RETURN POLICY**

Returns will not be accepted unless authorized by Glassless Mirror Manufacturers Inc. ("LiteMirror"). With the exception of product damaged during shipping and the limited warranty stated below, all returns must be made in good condition and in the original packaging. LiteMirror charges a twenty-five percent (25%) restocking fee for stock size mirror products. All returns must be shipped pre-paid freight by the customer. NO RETURNS FOR CUSTOM SIZE MIRROR PRODUCTS.

### **UPON RECEIPT**

Mirror products are inspected prior to boxing and shipping. YOU MUST TAKE PICTURES OF THE SHIPMENT, OPEN AND INSPECT EACH BOX UPON RECEIPT. DAMAGED BOXES SHOULD NOT BE ACCEPTED. IF A BOX IS DAMAGED, YOU MUST DENY DELIVERY, TAKE PHOTOS, AND SEND THE PHOTOS TO INFO@LITEMIRROR.COM.

IF THE EXTERIOR BOX IS UNDAMAGED, BUT THE MIRROR PRODUCT INSIDE IS DAMAGED BY THE SHIPPING CARRIER, YOU MUST DENY DELIVERY, WRITE ON THE DELIVERY RECEIPT: "DAMAGED, SUBJECT TO INSPECTION", TAKE PHOTOS OF THE DAMAGED MIRROR PRODUCT, AND SEND THE PICTURES WITHIN TWENTY-FOUR (24) HOURS TO INFO@LITEMIRROR.COM.

IF THESE INSTRUCTIONS ARE FOLLOWED, then LiteMirror will send replacement mirror product. IF THESE INSTRUCTIONS ARE NOT FOLLOWED, LITEMIRROR WILL HAVE NO OBLIGATION TO PROVIDE ANY REPLACEMENT OR REFUND.

### **OPENING THE BOXES**

DO NOT DROP any boxes, DO NOT lay them flat, and DO NOT use a knife to open any box. Open the box lid entirely and lift it off. DO NOT DRAG THE BOX, as the staples on the box will tear the film. LiteMirror is not responsible for damage incurred while opening each box, including but not limited to, holes, wrinkles, abrasion marks, and dents to the frame. Please be advised that as freight drivers are not allowed in homes, you should have assistance available to carry each box.

## LIMITED WARRANTY, DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

The mirror product is warranted to be free from defects in material and/or workmanship and to perform as advertised when properly used and maintained in accordance with

written product instructions. Should it prove defective within ninety (90) days from the date of purchase, LiteMirror will replace the mirror product, provided that it is returned to the location of LiteMirror's choice. This warranty gives you specific legal rights, and you may also have other rights that very from state to state.

This warranty does not cover external causes, such as accident, abuse, misuse, alteration, or usage that is not in accordance with product instructions, failure to follow the product instructions, incorrect installations, twisting or bending the mirrors and failure to perform preventative maintenance and normal wear and tear.

LITEMIRROR'S RESPONSIBILITY FOR DEFECTS IN THE MIRROR PRODUCT IS LIMITED AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED HEREIN, LITEMIRROR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT.

LITEMIRROR SHALL NOT BE LIABLE TO THE BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNATIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIPENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARTISING OUT OF THE BUYER'S USE OF THE MIRROR PRODUCT OR OTHERWISE, EVEN IF LITEMIRROR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF LITEMIRROR'S NEGLIGENCE OR BREACH. LITEMIRROR'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE BUYER'S USE OF THE MIRROR PRODUCT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL, TO THE EXTENT PERMITTED BY LAW, BE LIMITED TO THE VALUE OF THE PURCHASE PRICE PAID BY THE BUYER FOR THE MIRROR PRODUCT. LITEMIRROR EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY.

## JURISDICTIONS AND VENUE, ALTERNATIVE DISPUTE RESOLUTION, ATTORNEYS' FEES

This Agreement is to be construed pursuant to Laws of the State of New York. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of New York, Westchester County. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration. Said mediation or binding Arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be borne by the losing party, unless the Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

# **REFUND Policy**

Returns will not be accepted unless authorized by LiteMirror, GMM Inc. If mirror is damage by freight carrier, refuse it upon delivery, write a report and take pictures.

To return mirrors- the must be returned in original packaging and in good condition.

Customer will be charged a 25% restocking fee for stock size mirrors and must be shipped pre-paid freight by customer. No returns on custom size mirrors.

LiteMirror can always resurface mirror for 40% of list price.