



# ILLUMINATION LIGHTING

2300 Victoria St, Lachine, QC H8S 1Z3

Tel: (514)634-7200 Fax: (514)637-3839

GST #860864552RT001 QST #1202852641TQ001

**\*\* SALES ORDER \*\***

## Hilton Garden Inn, Dana Point - non standards

Attention:

**HC Dana Point Hotel, LLC C/O Benjamin West ( As Agent )**

Order No.	Order Date
205249	Sept. 30, 2022, 2:26 p.m.

BILL TO:

**HC Dana Point Hotel, LLC C/O Benjamin West ( As Agent ) Accounting**

SHIP TO:

**TBD**

428 CTC Boulevard

Louisville, 80027, United States

Customer No.	Terms	Ship Via	F.O.B Point
6770-003	50% deposit upon receipt of invoice, balance prior to delivery	8 weeks - to be confirmed upon all pertinent approvals	F.O.B Montreal, Our plant - Freight not included
Ordered By	Sales Rep	Order Date	Illumination No.
HC Dana Point Hotel, LLCC/O Benjamin West ( As Agent )	TBD	Sept. 30, 2022, 2:26 p.m.	205249

## Item(s)

Item No.	Qty Ordered	Description	Unit Price	Amount
Container Surcharge TBD		Container Surcharge TBD		0
LT-100-MUR - Sconce @ Model Room Corridor - D-9404-01	1	LT-100-MUR - Sconce @ Model Room Corridor - D-9404-01 Material: metal+ceramic+acrylic Finish: off white slightly mottled ceramic shade, frosted white acrylic diffuser at bottom, painted metal finish Size: W6.5" x D4" x H10" Light: 1 @ 5 watts LED, E12, 2700K, 120 V, bulb not included	100.00	100.00
MUR-500-LT - Bedside Lamp @ King Headboard - D-9404-02	1	MUR-500-LT - Bedside Lamp @ King Headboard - D-9404-02 Material: metal+acrylic+linen+wood Finish: White tapered linen shade, stained medium walnut wood stem and base, frosted acrylic diffuser, painted metal finish Size: D13" x H20" Light: 1 @ 9 watts LED, E26, 2700K, 120 V, bulb not included	100.00	100.00

MUR-501-LT - Sconce @ King Headboard - D-9404-03	1	MUR-501-LT - Sconce @ King Headboard - D-9404-03 Material: metal+acrylic+linen+wood Finish: white linen shade, frosted white acrylic diffuser at top, stained light ash wood stem Size: W7.5" x D8" x H14" Light: 1 @ 9 watts LED, E26, 2700K, 120 V, bulb not included	100.00	100.00
MUR-502-LT - Sconce @ Queen Headboard - D-9404-04	2	MUR-502-LT - Sconce @ Queen Headboard - D-9404-04 Material: metal+acrylic+linen+wood Finish: white linen shade, frosted white acrylic diffuser at top, stained light ash wood stem Size: W7.5" x D8" x H14" Light: 1 @ 9 watts LED, E26, 2700K, 120 V, bulb not included	100.00	200.00
MUR-503-LT - Floor Lamp - King - D-9404-05	1	MUR-503-LT - Floor Lamp - King - D-9404-05 Material: metal+wood+linen+acrylic Finish: White linen shade,powdercoated matte white, whitewashed ash,white frosted acrylic at top and bottom Size: D20" x H60" Light: 2 @ 9 watts LED, E26, 2700K, 120 V, bulb not included	240.00	240.00
MUR-504-LT - Desk Lamp @ King - D-9404-06	1	MUR-504-LT - Desk Lamp @ King - D-9404-06 Resin body (more durable than ceramic) Material: metal+resin+linen Finish: Fluted resin base to match SW 6508 secure blue,white linen shade,frosted acrylic diffuser at top Size: D10" x H20" Light: 1 @ 9 watts LED, E26, 2700K, 120 V, bulb not included	110.00	110.00
Tooling for LT-100-MUR - Sconce @ Model Room Corridor - D-9404-01	1	Tooling for LT-100-MUR - Sconce @ Model Room Corridor - D-9404-01	130.00	130.00
Tooling for MUR-504-LT - Desk Lamp @ King - D-9404-06	1	Tooling for MUR-504-LT - Desk Lamp @ King - D-9404-06	350.00	350.00
Subtotal			\$1330.00	
Tariffs			\$115.52	
Taxes			\$0.00	
Total			\$1445.52 USD	

**MANUFACTURERS SPECIFIC TERMS AND CONDITIONS:****1. Limited Warranty and Limitation of Liability**

(a) We warrant that the Goods conform to the published specifications, which you have communicated to us. We shall have no liability towards Buyer beyond the express terms of this warranty.

(b) In the event that the Goods should not conform to your specifications, we will decide, in our own discretion, to repair or replace the Goods or to refund or reduce the price paid for the Goods in question. Our liability for all claims shall not, in any event, exceed the sum of Buyer's payments for the Goods in question and the foregoing is Buyer's sole and exclusive remedy for all claims with respect to such Goods and all other remedies are hereby excluded, including any potential right of cancellation by Buyer.

(c) The warranty provided herein shall be valid for a maximum period of twelve (12) months following delivery of Goods. The warranty is neither transferable nor assignable by Buyer and shall become null and void upon the transfer of the Goods to a different location or to a third party.

(d) BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND WE SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND / OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM US FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE GOODS GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. WE SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIMS BASED ON OUR COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN US, OR USE IN COMBINATION WITH OTHER GOODS.

## 2. Product Liability

(a) Buyer expressly acknowledges that the nature of Goods is known to it, including any potential danger or risk associated with Goods. Buyer acknowledges that the information, warnings and notices given with respect to Goods are sufficient to fully understand such danger and risks and undertakes to forward such information upon resale of Goods and products into which Goods are assembled with or integrated into. Buyer undertakes to impose the same obligation on its buyers in order to ensure such information is transmitted down the contractual chain.

(b) Failure to comply with the above obligation shall entail full and complete liability unto Buyer for all losses and damages that may arise from such failure, whether directly or indirectly, and notwithstanding nature of loss or damage and notwithstanding identity or relation, or lack thereof with claimant. Buyer shall, defend, indemnify and hold us harmless of all claims, demands, recourses, actions and legal proceedings that may be introduced against us due to such failure, and for all losses and damages that we may suffer as a consequence thereof.

## 3. Copyright and Trademark

(a) All proposals, specifications and technical drawings have been prepared by the Buyer or a third party and the Buyer therefore acknowledges that we bear no liability whatsoever.

(b) Buyer shall defend, indemnify and hold us harmless against all losses, claims, demands, recourses, actions, legal proceedings, expenses and liabilities of any nature arising from alleged infringement of copyright or trademark or any other intellectual property right with regards to the Goods.

## 4. Patents

The Buyer acknowledges that we manufactured the Goods based on the design and/or specifications which were provided to us by the Buyer. If a suit or claim is brought against us alleging that the manufacture or sale of Goods sold hereunder infringes any patent which results of a design, incorporating a design or modification of the Goods at Buyer's request, then the Buyer will defend, indemnify and hold us harmless against any all losses, claims, demands, recourses, actions, legal proceedings, expenses and liabilities of any nature arising from such infringement.

## 5. Applicable law and jurisdiction

These terms and conditions are governed by the laws of the Province of Québec and the federal laws applicable therein save and except to the extent that local provincial laws governing security interests and rights of repossession may apply to Goods delivered outside of Quebec. Any dispute with respect thereto shall be submitted to the courts in the judicial district of Montréal, Province of Québec and the parties submit to the jurisdiction of the courts in that judicial district as the exclusive venue for the adjudication of any and all disputes here under and waive any claim of forum non conveniens. If any dispute falls under the jurisdiction of the Federal Court of Canada, then the parties agree to submit the dispute to the exclusive jurisdiction of the Federal Court sitting in the judicial district of Montréal, Province of Québec.

The Buyer acknowledges that he has read, understands and accepts these terms and conditions of sale. Furthermore, the Buyer providing us with the deposit, serves as an acknowledgement of its acceptance of these terms and conditions.