

WE – EF LIGHTING USA, LLC

Conditions of Sale:

Freight Terms:

Freight prepaid within the continental U.S. on any order or partial shipment over \$ 3,500. Orders under \$ 3,500 are freight collect, and freight costs will be added to invoice. On shipments to Alaska and Hawaii, freight allowance applies only to port of debarkation from the continental U.S. WE-EF reserves the right to route all shipments. Shipments will be made in any other manner requested by the customer, provided customer accepts all additional costs over the normal shipping charges. Such shipments made at the customer's request are F.O.B. Factory at the purchaser's risk.

Drop Shipments:

WE-EF reserves the right to refuse to make direct shipments to points of destination outside the regular or assigned selling and service area of the distributor.

New Accounts:

Opening order of \$1,000 minimum required. Minimum Reorder: \$ 50.00 at net billing exclusive of freight charges.

Payment Terms:

Payment terms for credit approved orders are NET 30 days from date of invoice. A late payment charge of 1.5% per month will be added to all outstanding balances after 30 days from date of invoice. The buyer agrees to reimburse WE-EF for all collection costs, including legal fees and court costs, which are necessary to enforce payment of invoiced amounts.

Returns:

Merchandise may not be returned for credit without prior written authorization from the WE-EF factory

1. Requests for return material must be made within 60 days from the date of shipment.
2. Non-stock, custom color and discontinued merchandise are not returnable.
3. Material authorized for return in writing is subject to a minimum of 50% restocking charge, as well as freight both ways, and any reconditioning costs which may be necessary. The minimum restocking charge for processing a Return Goods Authorization (RGA) is \$ 75.
4. Material must be new and in original sealed cartons. Merchandise received which is improperly packed and received damaged will not be credited.
5. Merchandise must be returned within 30 days of the date of issuance of the RGA.
6. No RGA's will be issued against unpaid invoices.

Cancellations:

All modified orders are non-cancelable after release. Cancellation charges will be assessed for any product manufactured or partially manufactured.

Delivery:

WE-EF strives to meet customer requirements, but cannot be held responsible for delays in shipping outside its control. No liability shall be sustained by WE-EF by reason of not filling any order or portion thereof due to such delays.

WE-EF LIGHTING USA, LLC LIMITED WARRANTY

All materials and components parts, ballasts, or transformers used in the manufacture of WE-EF products, are guaranteed to be free from defects of material and/or workmanship for a period of one year from the date of shipment. WE-EF equipment carries the ballast manufacturer's warranty. WE-EF assumes no responsibility for the installation and proper selection of its products.

Limit of Liability:

The liability is expressly limited to the repair or replacement of such parts by WE-EF where, in their opinion, damage is caused by a defect and not misuse, and is limited to such repair and replacement being made at the factory. Freight charges to and from the factory will be borne by the purchaser. No claims for labor, performance, materials or deductions from remittances will be allowed. This warranty is automatically voided if any unauthorized repairs or alterations are made.

Damaged Merchandise:

All shipments are delivered to the transportation company in good condition. WE-EF's liability ceases at that time. If a shipment is received damaged, you must accept the shipment and immediately contact the freight carrier for damage inspection. If concealed damage is found, notify the delivering carrier at once and request an inspection. Without this inspection the transportation company will not consider a claim for loss or damage. If the carrier will not perform the inspection, you should prepare an affidavit that you contacted them, noting the time and date that they failed to comply with your request. This, along with the other papers in your possession, will support the claim. If the shipment is not delivered in accordance with the quantity of cartons or packages as shown on the Bill of Lading and/or Freight Bill, do not accept it until such shortages are noted on Bill of Lading and/or Freight Bill.

Damage or Loss in Transit:

Loss or disputes with carriers regarding damaged product does not relieve buyer's obligation to pay the full amount of WE-EF's invoice in a timely manner. Shipments must be inspected by the freight carrier immediately upon receipt for noticeable transportation loss or damage, and claim entered at once with the carrier as stated.

All claims against WE-EF, including claims for shortages and errors, must be made within ten (10) days after the delivery. Failure to make claim shall constitute acceptance of the merchandise and waive any such shortages, errors, or other claims.