

## General Terms and Conditions of Sale

### ACCEPTANCE OF TERMS:

All sales of the Company's products and/or services are subjected to these General Terms and Conditions of Sale and such modifications hereto as may herein after be adopted. By placing an order for the Company's products and/or services, Customer assents to the applicability of these Terms and Conditions of Sale shall be effective only if and to the extent such deviation is expressly confirmed by the Company in writing. The Company reserves the right to from time to time modify and/or supplement these General Terms and Conditions of Sale in its sole discretion and, unless Company shall otherwise direct, any such, modification and/or supplementation shall become effective immediately.

### PRICES:

All prices set forth in the Company's buyer's guide are the distributor net prices prevailing at the time of publication and are subject to change at any time without notice. Unless otherwise specifically provided in writing, all orders will be billed at the prices prevailing at the time of shipment. Prices for special or modified items must be issued in writing from the Company and are firm for thirty (30) days. Purchase orders that are for standard, special, or modified items received and accepted by the Company within such 30-day period will be price protected for shipment within ninety (90) days from the date of the order. Only prices evidenced by a written quotation issued by the Company's home office may offer price protection for a different period. Releases for shipments beyond the price-protected period (standard or non-standard) will be increased in price in accordance with the Company's next published price list.

### TERMS OF PAYMENT:

Net payment of all invoices shall be due no later than 30 days from the invoice date. First order shall be C.O.D. or cash in advance on initial order pending credit approval. Accounts that are past due shall bear interest at the rate of 1% per month.

### FREIGHT:

Freight will be prepaid and allowed by Wila Lighting LLC on all orders over \$3,000.00 in the continental United States and Canada. Shipments over the \$3,000.00 to Alaska, Hawaii, Puerto Rico, or export are freight allowed to dockside within the United States. All merchandise shall be shipped common carrier at our discretion unless otherwise noted. The Company reserves the right to make shipments of any order in one or more installments unless otherwise expressly agreed to in writing. All such installments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Any request by the customer for advance or overnight shipment(s) shall be subject to additional freight charges, even if the order of which it forms a part is in excess of \$3,000.00 and is freight allowed. Delay in the shipment of any installment shall not relieve Customer of its obligation to accept remaining shipments.

### CLAIMS:

Goods are inspected and securely packed prior to shipment. The carrier assumes all responsibility for safe delivery. Customer or its consignee must inspect merchandise upon receipt for any shortage, loss or damage; claims that result from the aforementioned must be filed by the customer with the carrier. In order to detect possible concealed damage, packages should be opened and fully inspected within 10 days after receipt. Whether damage is obvious or concealed, all cartons and interior packing must be saved for inspection by the carrier.

#### CANCELLATIONS:

Wila Lighting, LLC will accept order cancellations from customers if issued in writing 24 hours prior to shipment. Cancellation charges incurred by Wila Lighting LLC shall not be less than 10%. Verbal order cancellations will not be accepted. Cancellation of custom or modified-standard products will not be accepted. All costs of warehousing and freight on orders cancelled after shipment shall be the responsibility of the Customer.

#### RETURNS:

Requests for return of merchandise must be made within 60 days of the shipping date. Merchandise may not be returned without prior written authorization by Wila Lighting LLC. Returns will be allowed on standard cataloged items only, if accompanied by an RGA (Return Goods Authorization), sent prepaid within 30 days of issuance and in its original cartons. Custom orders, modified standard products, and field-modified fixtures are non-cancelable and non-returnable. A service charge of up to 35% may apply to all returned merchandise to cover handling and restocking charges. The cost of repairs to returned items that are damaged shall be in addition to the restocking charge.

#### LIMITED WARRANTY:

Merchandise is manufactured according to our high standards and is warranted to be free from defects in material and workmanship for one (1) year from the date of delivery. During this period we will, at our option, repair or replace, free of charge such merchandise that proves to be defective. This warranty does not apply to products damaged due to accident, tampering, misuse, abuse or abnormal usage and in no event shall Wila's obligation under warranty extend beyond the initial cost of products. This warranty does not cover cost, if any, in reinstallation of products serviced under this warranty. Components manufactured by others, such as ballasts, will carry the warranty of the supplier. Claims for defective ballasts should be sent directly to the respective manufacturer. Wila Lighting LLC does not assume any labor or material charges for replacement of component parts.