

WE-EF LIGHTING USA, LLC – TERMS & CONDITIONS

These terms and conditions shall govern all transactions between WE-EF LIGHTING USA, LLC (“**WE-EF**”) and its Customers (“**CUSTOMER**”). Unless otherwise communicated, these terms and conditions will take precedence over CUSTOMER terms and conditions. These terms and conditions shall in no way be altered or modified unless agreed upon in writing between CUSTOMER and an authorized executive of WE-EF.

PURCHASE ORDER GUIDELINES AND PROCEDURES

ORDER REQUIREMENTS

For processing without delay, the following information must be provided for a ‘clean’ order and emailed directly to Orders.USA@we-ef.com:

1. Project Name
2. 7-Digit Product ID, Description/Light Source, Voltage, STANDARD FINISH, and Other Details
3. Purchase Order must include unit prices – WE-EF USA does not bill lot prices
4. Contact Name and Shipping Address
5. Ship by Date
6. Specifier, Lighting Designer, Architect, and/or Engineer
7. Special requirements or requests - if approved by WE-EF LIGHTING USA

EXAMPLE PURCHASE ORDER

A complete product line item should appear as follows:

Part ID	Description	Voltage	Color/Finish	Other
<i>661-7121-D</i>	<i>[S65] 12 LED/12W/350mA/3K</i>	<i>120/277V</i>	<i>RAL9004 (Black)</i>	<i>0-10V Dimming</i>

PRODUCT SAMPLES – FAST ORDERING AND FAST RETURNING

These are new guidelines for fast ordering and requested fast returning of “Temporary Product Samples”, such as for mock-ups or product presentations. Now CUSTOMERS and specifiers can request product samples straight via email – NO PO required – and WE-EF will deliver within days directly to the requesting party, including to their home address.

In exchange, we request the samples to be sent back after 5 days, with the option to again request the samples – unlimited times – with the same delivery speed, free shipping and free pickup from your doorstep.

ORDER AND RETURN PROCESS:

1. Send sample request email to Samples.USA@we-ef.com , and cc your Regional Sales Manager
 - a. Samples are priced at a 50% discount to D/N, voided if returned on-time
 - b. Highlight the date needed and specific delivery requests
2. All samples shipped free of charge
3. An order confirmation will be sent to CUSTOMER for approval, parallel to preparing the shipment
4. CUSTOMER will be ultimately responsible for the sample
5. Samples will ship within days if part of core inventory portfolio
6. Samples can be sent directly to a private residence
7. Samples must be returned after 5 business days in the field. An extension is available upon request
8. Samples will include a free return label, re-packaging tape, and instructions how to request on-site UPS pickup
9. CUSTOMER will receive periodic samples list, showing outstanding samples
10. Samples not returned promptly after 5 business days, will transfer into ownership of CUSTOMER
 - a. Net 30 payment terms apply
11. Samples returned in unacceptable condition (as determined by WE-EF) are not eligible for credit.
12. Not included in policy are light columns, poles, dichroic filters, custom and modified products.

LIGHTSPEED – THE NEXT GENERATION OF QUICKSHIP

Program temporarily suspended as of October 12th, 2021 due to global supply chain issues.

This section applies specifically to our LIGHTSPEED Program (“LIGHTSPEED”), in addition to our standard terms.

PROGRAM OVERVIEW

WE-EF keeps a wide selection of Lighting Products in stock and assembles those to customer specification. This includes a comprehensive offering of more than 80 different Lighting Families, available for a standard 2-4 weeks turn around. All these product families are available in the four standard finishes/colors.

LIGHTSPEED MARKET PROMISE

To provide the channel partners with a competitive advantage on more lighting projects, WE-EF offers a Guaranteed Fast-Turnaround program – **LIGHTSPEED** – the Next Generation of Quickship. LIGHTSPEED guarantees a 10-business day dispatch (after receipt of a clean purchase order), or 25% money back guarantee on the entire order, if WE-EF does not meet the 10-business day dispatch promise. There will be no additional fees for LIGHTSPEED shipments!

Qualifying LIGHTSPEED products are labeled on the website as a product filter (<http://bit.ly/WE-EFLightspeed>) and in the LIGHTSPEED brochure. Please contact your Regional Sales Manager for Details.

LEAD TIME GUARANTEE

A CLEAN PURCHASE ORDER received by 11am EST is guaranteed to be shipped within 10-business days on LIGHTSPEED requests. For orders received after the cutoff time of 11am EST, guaranteed dispatch time begins the following business day. Change orders and cancellations are not permitted within this program. Purchase orders MUST state “LIGHTSPEED” on the order. In the event that a LIGHTSPEED order should not ship within 10-business days, please contact your Regional Sales Manager to process the refund to your account.

Shorter Lead-Times down to “Same-Day Shipments” are available upon request and product availability for an additional fee.

QUANTITY LIMITS

Unless otherwise indicated in our LIGHTSPEED Brochure, order limits per product subfamily are set to 30. Shipments for split orders with a total quantity greater than 30 fixtures per product subfamily are not guaranteed. Quantity limits are based upon available inventory.

LIGHTSPEED DISCLAIMER

WE-EF reserves the right to add, remove or modify terms of this promotion without prior notice. WE-EF cannot be held accountable for delays due to shipping, freight, or for any other circumstances that are beyond our control. Lead time guarantee based on product availability. All claims and statements made in this section are related only to the specific LIGHTSPEED program and products contained in this offer and do not apply to other orders, shipments, or Terms & Conditions of WE-EF. Cannot be used with other offers, discounts or promo codes. Cannot be applied to past purchases. Other restrictions may apply.

PRODUCT TECHNICAL OVERVIEW

VOLTAGE OPTIONS

WE-EF designs luminaires for the North American market utilizing appropriate control gear with a standard input voltage range of 120-277V. Other input voltage ranges such as 347V, 480V are available upon request and depending on specific fixture. It is the CUSTOMER's responsibility to check with WE-EF if a desired voltage is not listed. The desired voltage must be specified as part of a 'clean order' and as directed in the specifying guide for each listed product. Unless otherwise specified, all voltages are specified with a frequency of 60 Hz.

AMBIENT TEMPERATURE

WE-EF fixtures are tested according to UL standards for outdoor application at 77° F (25 ° C). Most fixtures can operate in a wide temperature range of from -4° F to 122° F (-20 to 50° C). Wider ranges may be available upon request and depending on product and driver availability. Please contact WE-EF directly for inquiries related to extreme environment conditions.

PRODUCT FINISHES/COLORS

STANDARD COLORS:

WE-EF standard colors are **Black-RAL9004**, **White-RAL9016**, **Grey Metallic-RAL9007** and **Dark Bronze-RAL8019**, **textured finish**. All standard colors are included in the LIGHTSPEED program and D/N Pricing as listed in the comprehensive price list.

CUSTOM COLORS:

Custom Colors are according to RAL colors for Exterior Powder Coatings, provided by Cardinal and TCI. **Custom colors require a set-up charge and adder** to the D/N Price which is listed in the comprehensive price list. For additional color options, please contact WE-EF.

FREIGHT TERMS

FREIGHT ALLOWANCE

WE-EF offers

1. Free ground shipping within the contiguous United States (lower 48) independent of order value and free ground shipping to Canada, Mexico and Alaska for orders over \$5,000. All other ground shipping will be charged Freight Collect and added to the invoice.
2. Air freight upon request. Air freight will be charged Freight Collect and added to the invoice.

WE-EF reserves the right to route all shipments. Should a CUSTOMER require an alternate freight method, the shipment will be charged Freight Collect and added to the invoice. Shipments made via CUSTOMER requested shipment are F.O.B. Factory at the customer's risk.

WE-EF strives to meet CUSTOMER requirements but cannot be held responsible for delays in shipping outside its control. WE-EF cannot be held accountable for delays due to shipping, freight, or for any other circumstances beyond WE-EF control.

DUTIES, BROKERAGE FEES, TARIFFS OR ANY OTHER TAXES

All duties, brokerage fees, tariffs, or any other taxes associated with importation into Canada or Mexico, or any other country outside of United States, are to be paid by the customer. It is the CUSTOMER's responsibility to pre-assign a broker to handle all customs paperwork for border crossing at the time of order placement.

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.

POLES, BOLLARDS, AND CUSTOMIZED CONNECTION POINTS

ANCHOR BOLTS & INSTALLATION

WE-EF has the following requirements to ensure that poles, bollards, and other connection points are properly installed.

1. Only the pole or OEM Manufacturer supplied anchor bolts are to be used.
2. Only the original template from the pole or OEM Manufacturer can be used.
 - a. This is shipped with the anchor bolts.
3. WE-EF will never forward any template to the CUSTOMER, even copies.
4. WE-EF shall not be responsible for pole, bollard, or similar installations if the original baseplate template from the pole or OEM manufacturer has not been used for setting the anchor bolts.

FINANCIAL TERMS

PAYMENT TERMS

1. Currency: US Dollars.
2. Invoices provided solely via email. CUSTOMER agrees to provide a suitable Accounts Payable email.
3. Payment terms for credit approved orders are NET 30 days from date of invoice.
4. Credit card payments are accepted over the phone with a 3.5% surcharge.
5. Remit checks to 410-D Keystone Dr., Warrendale, PA 15086.
6. A late fee of 1.5% per month will be added to all outstanding balances after 30 days from date of invoice.
7. The CUSTOMER agrees to reimburse WE-EF for all collection costs, including legal fees and court costs, which are necessary to enforce payment of invoiced amounts.

NEW ACCOUNTS

1. Opening order of \$1,000 minimum required. Minimum reorder: \$50.00.
2. 50% payment with order, 50% payment before shipment

RETURN POLICY

Merchandise **MAY NOT** be returned for credit without a Return Goods Authorization (RGA) from WE-EF. Merchandise shipped to the WE-EF facility without an RGA will be subject to refusal or disposal.

1. Requests to return material must be made within 60 days from the date of shipment.
2. Non-standard product, such as modified or customized fixtures, poles, light columns, custom color, dichroic color filters, and discontinued merchandise are NOT returnable.
3. Material authorized for return is subject to a minimum of 50% restocking charge and any re-conditioning costs which may be necessary. Customer is responsible for all freight charges. The minimum restocking charge for an RGA is \$75.00.
4. Material must be new and in original sealed cartons. Merchandise which has been installed or was improperly packaged and received damaged will be disposed and is not eligible for credit.
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

Orders may be cancelled within 48 hours after release without penalty (Except for LIGHTSPEED orders).

Standard product orders may be cancelled after 48 hours from release. A 50% cancellation/restocking fee will apply.

Non-Standard product orders, such as modified or customized fixtures, poles, light columns, custom color, dichroic color filters, and discontinued merchandise, are non-cancellable 48 hours after release.