

TERMS & CONDITIONS

TERMS OF PAYMENT

All invoices are due net 30 days from the date of invoice.

COMMISSION STRUCTURE

Distributor Net Price pays 15%, then one (1) for one (1) percent commission reduction split with Energie up to a maximum of ten (10) percent discount off book price.

Price reductions without a specific quotation are not authorized.

Commission rates are subject to adjustment when Products are sold at lower than book prices in accordance with paragraph 4 (c) of the Sales Representative Agreement.

Commissions are not payable on lamps, miscellaneous hardware, finance charges, export packing, freight or other charges.

On sales of standard fixtures sold at a Distributor Net Price in excess of the Book Price the split will be 90 % to Representative and 10% to Energie.

PRICES AND QUOTATIONS

Special Pricing for standard products (classified as a discount to Energie's published pricing), special or modified (custom products) must be issued in writing from Energie, and are valid for a period of thirty days (30-days). Purchase orders for these types of products must be received and acknowledged within a 30-day period, and then shipped within the following 90-day period.

MINIMUM ORDERS

Due to the high cost of handling, orders with a net value of \$500.00 or less will be subject to a 10% handling charge.

All normal UPS shipments will include a special handling charge of \$10.00.

Orders for special merchandise other than described in Energie's Buyer's Guide are subject to a minimum billing of \$1,000.00 per each "special" line item on order.

CANCELLATIONS

Requests to cancel released orders for Standard Product must be made, in writing, within 15 days following the date of order. A cancellation fee equaling 25% of the net order amount will be invoiced on any released order.

Orders for Custom, Modified or Discontinued items are non-cancelable.

RETURNED GOODS

Requests to return non-defective items must be made, in writing, within 10 days following the

date of delivery. If approved, Energie will issue a Returned Goods Authorization number ("RGA" number) All returned goods must be accompanied by their respective RGA#.

Returns are limited to orders that were drop shipped to jobsites. The request for return must not exceed 10% of the original net invoice value. All items must be returned in the original factory sealed cartons. All items must reach Energie in resalable condition. Authorized Returns must be made freight prepaid within ten (10) days of the date of issuance of the R.G.A. All merchandise returned will be subject to inspection. Unsalable, damaged or improperly packaged merchandise will be credited at salvage value or returned to the buyer, via freight collect. Credit will be issued at prevailing prices, at the time of return, plus original outbound freight costs incurred by Energie less a 50% handling and restocking charge. Items with a net invoice value of \$500.00 or less are not returnable.

Custom, Modified or Discontinued items are non-returnable.

SHIPMENTS

All shipments are F.O.B. our factories.

When at least a \$5,000.00 net invoice, excluding overage, is released for shipment at one time, Energie will pay domestic freight with no charge to the customer (Hawaii and Alaska are excluded).

In all other cases (including shipments to Hawaii and Alaska that are above \$5,000.00 net invoice), freight will be prepaid and charged. Freight service and type is at Energie's discretion. Foreign freight methods vary. Export packaging will be charged as an extra cost.

SPECIAL ITEMS

Regarding Custom or Modified items, Energie reserves the right to sell only to the customer who assisted Energie in the development of the business. All orders for Custom or Modified items are non-cancelable.

As for "Special Color" requests, Energie will only entertain powder-based requests, and all requests must adhere to the following:

1. Customers must provide a color chip, which will be submitted on a 2"x3" flat metal substrate, along with a non-cancelable purchase order in the amount of \$250.00.
2. Energie will then research and provide a quote to the customer, which will include three (3) "Q Panels" for the customer to review and accept or reject.
3. If Customer accepts the quote and color "Q Panel", then the customer will return two (2) "Q

Panels" both with date and signature approval, along with a non-cancelable purchase order.

WARRANTY

Energie warrants for a period of one (1) year following the date of delivery to the original purchaser that its products are free from defects in materials and workmanship. ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND/OR OTHER WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE EXPRESS WARRANTY STATED ABOVE. THIS WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY ENERGIE AFFECTING ITS PRODUCTS AND CANNOT BE ALTERED BY ANY PERSON ORALLY. Every claim under this warranty shall be deemed waived unless in writing and received by Energie within thirty (30) days of the date the purported defect to which each claim related is discovered, or should have been discovered. It is the purchaser's responsibility to file such claims directly with Energie, not through its field Representatives. All Ballast related warranty claims are covered by the Ballast Manufacturers' warranty, therefore, must be filed with the Ballast Manufacturer. All contact information can be found on the ballast.

SAMPLES

Ordering nomenclature – SMP. Samples are comprised of a specific luminaire, which is specified by the agent, and includes a plug-in style feedcord. All Samples are available on a limited basis, and the charge will be the in force Book Price, less 30%. All Samples will be invoiced immediately, using 120-day payment terms. Invoices may either be paid in full or be deducted from commissions.* Energie will not pay commission on any Sample order.

SPECIAL PROJECT SAMPLES- Special Project Samples are available to be used as a competitive benchmark to showcase Energie's form, fit, finish, features and functionality. Special Project Samples are available free of charge at Energie's discretion. Energie will not pay commission on any Special Project Sample order.

SAMPLE KITS- Ordering nomenclature - KIT. Occasionally Energie will offer SAMPLE KITS, which are comprised of a specific luminaire (selected by Energie), incased in a protective carry bag with the Energie logo and identification hang tag. All Samples are available on a limited basis, and free of charge. Energie will not pay commission on any Sample Kit orders.

* Please contact Accounts Payable with the payment option you prefer for future samples and kits: commission deduction or payment via invoice. Failure to respond within 14 days of ordering will result in automatic deduction of the sample cost from commissions.