

TERMS & CONDITIONS

énergie

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

Price reductions without a specific quotation are not authorized.

On sales of standard fixtures sold at 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), custom 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.

CANCELLATIONS

Requests to cancel released orders for Standard Product must be made, in writing, within 5 days following the date of released order. A cancellation fee equaling 50% 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 Materials Authorization number ("RMA" number). All returned goods must be accompanied by and labeled with their respective RMA#.

A 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 RMA. 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 out-bound 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 is released for shipment at one time, Energie will pay domestic ground freight with no charge to the customer (Hawaii and Alaska are excluded).

In all other cases (including shipments to Hawaii, Alaska and Puerto Rico 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

For "Special Color" requests, Energie will only entertain powder-based paint requests. Minimum order for special paint finish is fifty (50) units. Customer must supply RAL# to indicate color. Items with special paint are non-returnable and orders for special paint items are non-cancelable.

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 ÉNERGIE 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's field Representatives. ALL BALLAST AND TRANSFORMER RELATED WARRANTY CLAIMS ARE COVERED BY THE BALLAST AND TRANSFORMER MANUFACTURER'S WARRANTY, THEREFORE, MUST BE FILED DIRECTLY WITH THE BALLAST OR TRANSFORMER MANUFACTURER. ALL CONTACT INFORMATION CAN BE FOUND ON THE BALLAST OR TRANSFORMER.

SAMPLES

Ordering nomenclature — SMP. Samples are comprised of a specific luminaire, which is specified by the agent, and includes a plug-in style feed cord and lamp. Samples are available on a limited basis, and the charge will be the Book Price, less 30%, freight prepaid and add. Samples will be invoiced immediately, using 90-day payment terms. Energie will not pay commission on any Sample order.

SAMPLE KITS

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