

# STANDARD TERMS AND CONDITIONS

Effective Date: 08/15/2019



1. **DEFINITIONS:** As hereinafter used in this schedule, words shall have the following meaning: Energetic Lighting, known hereafter as “Energetic”
  
2. **TERMS OF PAYMENT**
  - a. All orders must be in writing and are supplied with the following pertinent information:
  - b. Ship To
  - c. Bill To
  - d. PO#
  - e. Job Name or Number
  - f. Date Requested on-site (Drop Dead Delivery Date)
  - g. Ship Method and Preferred Carrier
  - h. Responsibility of Shipping Payment Clearly defined
  - i. Non-Inventoried Standard Items (Distributor Net)
  - j. Prepay Check
  - k. Prepay Credit Card
  - l. COD
  - m. Net 30 Terms O.A.C. (On Approved Credit)
  - n. Other Net Terms and agreed upon in writing.
  
3. **SHIPMENTS:** All standard domestic shipments are F.O.B. Factory, located in Chino California, USA. Domestic freight will be prepaid by ENERGETIC and charged to the customer. The customer may provide their own shipping account number for domestic and international shipping.
  - a. 11:30AM PST Cut Off Time: All expedited orders and/or any orders that must ship same day must be received by ENERGETIC clean and by 11:30 AM Pacific Standard Time. There may be a fee of up to 25% of the product value charged for same day processing and RUSH orders if a same day shipping is deemed possible by production. Orders received after 11:30 AM may not ship same day.
  - b. Will Call: Will call orders if ordered for same day pick up will be available for pick up until 03:45PM. Orders placed after 1:30PM will be ready the following working day. Will call customer orders require a minimum of 2-hour notice

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from the time of order to the time of pick up.

- c. International Shipping: ENERGETIC default ship location for international orders are:
  - i. FOB Dock
  - ii. CIF Port
  
4. WARRANTY: ENERGETIC BRANDED PRODUCTS: ENERGETIC MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH ON THE ENERGETIC LIMITED WARRANTY IN EFFECT AT THE TIME OF PURCHASE.
  
5. LIMITATION OF LIABILITY: See ENERGETIC Limited Warranty for limitations
  
6. PRICE AND QUOTATIONS:
  - a. Prices for standard products are as published on the most recent printed/distributed distributor net price list. Prices for special order or modified products must be quoted by ENERGETIC and are fixed for a period of 30 Days from the date printed on the quotation.
  - b. Only prices issued in writing in official quotations, authorized by ENERGETIC may offer price protection for a different period other than the period specified in Section 7 (a) of this document.
  - c. Releases for shipments beyond the price protected period may be subject to a price increase of no less than the difference between the protected price and the price for the item published at the time of the lapse if the cause for delay or deferment is cause by the Customer. These reasons include but are not limited to: Failure to comply with payment terms, failure to comply with all terms and conditions set forth on the purchase agreement (Invoice, Agreement, or Contract): changes or modification to product, packaging, freight, user manuals, labeling, and any other changes not in accordance with the original purchase agreement. Additionally, if the Factory price has changed due to any product changes, costs of materials increases, general costs increases, fluctuation of currency, or force majeure may affect the new adjusted price at the time of lapse.
  - d. Shipping estimates are only just that estimates. If the actual amount billed to Energetic is greater than the amount charged to you by Energetic, Energetic reserves the right to invoice you for said additional amount.
  
7. PURCHASE ORDERS: ENERGETIC hereby gives notice of its objection to any different or additional terms and conditions other than as stated herein. Acceptance of a buyer's order is expressly made conditional on the buyer's assent to the terms and conditions set forth herein. Buyer's acceptance of the provisions of the front and rear sides of the acknowledgment form shall be conclusively presumed if no written objection to the acknowledgment is received by ENERGETIC within fifteen (15) days from the date on said acknowledgment. It is the buyer's responsibility to communicate any objections directly to ENERGETIC, not through its Representatives.
  
8. RETURNED GOODS:
  - a. All returned goods must be accompanied by a "Return Goods Authorization" (RGA) Packing List. Requests to return non-defective surplus material must be made within twenty-one (21) days from the date of shipment. Special, made-to-order or discontinued equipment is not subject to return. Merchandise must be returned in the original factory sealed cartons. All merchandise must reach ENERGETIC in a perfectly saleable condition.
  - b. Authorized Returns must be made freight prepaid within fifteen (15) days of the date of issuance of the RGA. All merchandise returned is subject to inspection. Unsellable, damaged or improperly packaged merchandise will be credited at salvage value or returned to the buyer freight collect. Credit will be issued at price prevailing at time of shipment or time of return, whichever is lower, less 25% handling and restocking charge, plus original outbound freight costs if incurred by ENERGETIC.

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Note: Issuance of an RGA does not constitute an admission that the item is defective or is creditable.

- c. Requests to return defective materials under warranty must be made no later than 15 days following the end of the warranty period if a RGA has been obtained prior to the last day of Warranty Term. It is the Customer's responsibility for the return of defective materials. ENERGETIC cannot and will not accept returns from anyone but the original purchaser. It will be at ENERGETIC's sole discretion to repair or replace defective warranty materials.
9. **ORDER CANCELLATIONS:** Upon acceptance of a Purchase order and the shipment of the items has taken place, the customer desires to cancel the order, a restocking fee of 25% of the orders value may apply. Additionally, if there are special order items the restocking fee will be assessed of up to 60% of the item's sales value stated on the purchase order.
10. **SPECIAL ITEMS:** On special or modified products not listed in current published price list, ENERGETIC reserves the right to sell only to the distributor, agent, or customer. Orders for special items are to be marked not cancelable or irrevocable. A Deposit of 50% of the total price for the special or modified item may be required on order and 50% balance to ship. There is a minimum billing of \$1,000.00 per each "special" or "modified" line item on order. Replacements or re-orders shall be considered as new orders.
11. **RUSH ORDERS:** for an order that is not a sample order, to qualify for a RUSH the shipping method must be 3-Day, 2-Day, or Next Day air to qualify as a RUSH order unless the destination is in UPS Zone 1.
12. **SAMPLE POLICY:** Samples are provided normally at charge and are billed in accordance to your established payment terms unless mutually agreed upon in writing
13. **STANDARD CONDITIONS OF SALES:**
  - a. **Payment**
    - i. Buyer shall make payment as specified herein and ENERGETIC may hold shipment of delivery until such payment is made.
    - ii. ENERGETIC reserves the right to charge interest and handling charges if buyer is delinquent in payment of invoice.
    - iii. If in the opinion of ENERGETIC, the financial condition of the buyer becomes impaired or unsatisfactory, ENERGETIC may at any time, limit or cancel the credit of buyer and may require from buyer pre-payment before delivery of all future deliveries. Approval of credit of one or more deliveries shall not be deemed a waiver hereof or a future guarantee of credit.
    - iv. If any shipment made in accordance with the buyer's instructions is refused for whatever reason, the buyer shall be responsible for payment of such merchandise, in accordance with the terms of this agreement, as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for reasonable storage, handling and redelivery charges and shall pay charges as invoices are rendered.
    - v. ENERGETIC shall be entitled to reimbursement for all expenses (including reasonable attorney's fees and other costs) incurred by it in connection with collection of any amounts for goods sold hereunder in the event payment therefore shall not be made when due.
    - vi. If the buyer notifies ENERGETIC not to deliver merchandise after said merchandise has been produced in accordance with buyer's instructions, then buyer shall pay reasonable storage charges until such merchandise is delivered and accepted.
  - b. **Standard Free Freight Program -** Orders \$XXXX.XX or more of product qualify for FREE GROUND FREIGHT within the

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continental United States and are subject to the conditions below:

- i. Your shipment does not require an 8-12â€™™ pallet.
  - ii. Your shipment does not require a lift gate delivery.
  - iii. Your shipment does not deliver to a limited access area or non-commercial location
  - iv. Your shipment does not require a specific transit time or a rush and whose method is at our discretion.
  - v. Your account must be in good standing â€œin termâ€ (b) Pricing is from the â€œat thenâ€ published price list.
  - vi. The Shipment must ship from one warehouse location. No split shipments.
  - vii. The Ship to address must be in the continental USA.
  - viii. The Ship to address must be a commercial address. If shipped to a non-commercial address the cost for such additional costs, which is assessed at 5% of the value of the goods on the order.
  - ix. Contain no clearance or discounted merchandise.
  - x. No split shipments on prepaid freight. The entire order must ship at one time. (Additional Freight Will Be Billed if order is requested to be split shipment
  - xi. If it is found that there is no loading dock and a second delivery attempt must be made and a lift gate charge is incurred or a residential fee is incurred, the actual cost may be passed on to the purchaser.
  - xii. If air shipping is desired the difference between ground and air freight will be at the responsibility of the purchaser.
  - xiii. The customer may opt to use their Fedex or UPS account at the time of the transaction.
  - xiv. No COD orders will be accepted.
- c. Packaging and Shipments
- i. Method of packaging is at the ENERGETICâ€™™s option unless specified and mutually agreed upon on the purchase agreement.
  - ii. ENERGETIC will use its own discretion in routing all shipments and reserves the right to select carrier, truck size, and transit times. If any shipment made in accordance with buyer's instructions shall incur additional labor or carrier costs, said costs shall be paid by the buyer as invoices are rendered.
  - iii. Shipment date mentioned on ENERGETIC's order acknowledgment, if any, is ENERGETICâ€™™s best approximation of the probable shipment date and shall not be deemed to represent a fixed or guaranteed shipment date. Shipment of the merchandise herein is subject to any and all delays due to any condition of happening whatsoever beyond ENERGETICâ€™™s control (Force Majeure).
  - iv. ENERGETIC reserves the right to make shipment in installments unless otherwise expressly stipulated in writing on the purchase agreement or in another document signed by both parties. All such installments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in the shipment of any installment shall not relieve buyer of its obligation to accept remaining shipments.
  - v. ENERGETIC does not quote shipping or freight charges. If such a quote is provided by an account manager, it is a rough estimate of the shipping or freight charges and is subject to increases or decreases depending on the actual shipping charges when billed. ENERGETIC is not responsible for differences between any shipping or freight quote and actual charges billed. If you wish to estimate the shipping charges yourself online, dimensions of product shipping boxes and weights may be requested from your account manager.
- d. Claims and Adjustments
- i. The carrier accepts shipments covered by buyerâ€™™s order in good condition and quantity as noted on freight bills. Any claim for damage or shortage lies between the buyer and the carrier.
  - ii. It is the buyer's responsibility or his/her designated consignee to check shipment carefully and note any visible damage or shortage on freight bill before signing to facilitate a possible claim against the carrier.
  - iii. Concealed loss or damage must be reported to carrier in writing immediately upon discovery, but not later than

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72 hours after signing for shipment.

- iv. Buyer agrees not to return any merchandise to ENERGETIC for any reason without prior written authorization. Any merchandise received without an RGA clearly printed on the box will be refused at the buyer's expense.
  - v. Buyer is responsible for ensuring the conformance of delivered material to his/her order or governing specifications. Installation and use of products is done at his own risk and expense. No back charges are applicable or will be honored.
  - vi. Claims for shipping errors or concealed shortages will be waived unless made in writing directly to ENERGETIC, at its Home Office in Chino, CA, within three (3) days after receipt of the merchandise.
  - vii. Where a return of merchandise is allowed, it must be authorized in writing by ENERGETIC in accordance with Section 10 of this document. Failure to secure such authorization in advance will result in refusal by ENERGETIC of such returned merchandise. (See Section 10)
  - viii. Credit Memos where notice of issuance was emailed and or mailed to the buyer as issued for returned merchandise must be used within the calendar year of issuance or will be deemed forfeited and Energetic Inc. and no future recourse for said credit may be made by the purchaser.
- e. Price
- i. The prices shown in our listed Distributor Net Price list (DNP) are prices prevailing at the present time. Energetic reserves the right to change these prices at any future date. Unless otherwise specifically provided in writing, the order will be billed at prices prevailing at time of shipment.
  - ii. Additions to orders already processed shall be considered separate orders and shall be priced accordingly.
  - iii. Promotional prices using promo codes, unless specified otherwise do not qualify for free freight.
- f. MOQ "Minimum Order Amount"
- i. Minimum order dollar value - \$150.00 USD
  - ii. Small order processing fee will be added to any invoiced of items whose total dollar value is less than \$150.00. The standard fee for this is \$50.00
  - iii. Exceptions: If the small order is an add on or as a result of a larger order.
  - iv. Related order must have been invoiced within 60 days prior to the small order.
  - v. Provide the Job Name, Original SO#, Invoice#, or PO# associated with the small order as reference on the small order PO.
- g. Specifications
- i. Merchandise will be shipped in accordance with the standard styles, sizes and specification as described in ENERGETIC's catalogs, specification sheets, or build of materials.
  - ii. In the event of a conflict between a customer's written order and a ENERGETIC drawing or specification sheet marked "Approved," ENERGETIC drawing or specifications sheet shall prevail.
  - iii. Every effort is made to avoid errors in catalogs, price sheets, specifications sheets and other data.
  - iv. ENERGETIC will not accept responsibility of labor charge backs in connection with errors of measurements, prices, descriptions, etc.
  - v. Standard variations, if any, will not be covered by its acknowledgment as described in buyer's purchase order.
  - vi. ENERGETIC will not be bound by general or blanket instructions not contained within the buyer's order. Each transaction must be accompanied by full instruction on the order itself.
  - vii. Errors in quoting by ENERGETIC employees resulting in short shipments will still require payment if not paid for with the original order.
  - viii. Orders containing such phrases as "all materials to be supplied as per project plans and specifications," etc. is subject to separate written acceptance by ENERGETIC.

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- ix. Most units are UL/cULus/cETLus listed, certified, or recognized, DLC Listed, Energy Star. Please consult our specification sheets or website for appropriate listing on any specific unit.
- x. It is the buyer's responsibility to ascertain the correct voltage and color temperature for each order, and to mark each order with this information. Some voltages or colors may cost more than other voltages and colors. When ENERGETIC is requested to furnish catalog sheets for submittal; ENERGETIC will furnish Standard Sheets unmarked. It is the buyer's responsibility to mark up the submittal sheets as it sees fit.

### h. General

- i. All additions, deletions or other charges to an order are subject to the terms and conditions as specified above and must be submitted in writing.
- ii. In the event of a conflict between the buyer's terms and conditions and ENERGETIC 's terms and conditions, the buyer, by virtue of the acceptance of shipment of merchandise ordered, acknowledges and agrees that the ENERGETIC terms and conditions shall take precedence and shall apply.
- iii. ENERGETIC's field representatives are independent sales contractors. They have no authority to assume or create any obligation, express or implied, nor do they have any authority to accept service or legal process on its behalf.

14. FORCE MAJEURE: Neither party shall be in default hereunder by reason of its delay in performance of, or failure to perform, any of its obligations hereunder, if such delay or failure is caused by strikes of other labor disturbance, riots or other civil disturbance, fire, flood, interference by civil or military authorities, compliance with governmental laws, inability to secure necessary governmental priorities for material or any other fault beyond its control and without its fault and negligence

### Contact Us

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### Links

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