

Terms & Conditions of Sale

This document outlines EDISON LIGHTING GROUP LTD's standard terms and conditions of sale. By placing an order or purchasing products from Edison, the purchaser agrees to be bound by these Terms unless otherwise expressly agreed to in writing by Edison.

I. Prices

Unless otherwise stated prices do not include freight, any applicable taxes, tariffs, and custom brokerage fees. Unless otherwise agreed upon, all prices are firm for delivery within six (6) months of receipt of order. Edison Lighting Group Ltd. reserves the right to review and adjust pricing as necessary to reflect increased costs of goods on Hold Orders older than six (6) months. Please note that a 5% charge will be applied to all orders that remain unreleased beyond one (1) year from the date of purchase order receipt.

II. Terms of Payment

For purchasers with established open credit, the payment term is NET 30 days from the date of invoice upon shipment of goods. If payment terms are not respected, Edison Lighting Group Ltd. reserves the right to place the purchaser's account on hold, alter the purchaser's payment terms, or issue notice of the closure of the purchaser's account. For purchases without established open credit, full payment is required before shipment of goods against a pro forma invoice, including all applicable freight charges. Full payment for these accounts consists of a 50% non-refundable deposit upon order placement and the remaining 50% at the time of shipping. For all orders under \$10,000, full payment is required at the time of Order Confirmation. For all orders requiring products with custom finishes and/or custom modifications, a 50% non-refundable deposit is required with the purchase order. Any cancellation of an order is subject to a cancellation charge as set out in these Terms and Conditions.

III. Credit Application

A limited credit account for the purchaser may be established by Edison Lighting Group Ltd. upon acceptance of satisfactory credit references. Edison Lighting Group Ltd. may cancel or change credit terms and credit limits at its sole discretion and may request advance payment at any time. The purchaser's first order with Edison Lighting Group Ltd. is always subject to full payment before shipment of goods.

IV. Quotations

Prices stated in the written quotations or order confirmations issued by the Edison Lighting Group sales office or Edison's agents, have a 30-day validity and are subject to change or withdrawal by written notice at any time during that period.

V. Order Acknowledgments

All orders are confirmed by Edison Lighting Group Ltd. order acknowledgement. Edison Lighting delivers and invoices orders based on the information on the order acknowledgement. The order acknowledgement is intended as a complete, exclusive and final statement of the terms and conditions of agreement between Edison Lighting and the purchaser with respect to the purchase and sale of the goods on order. All orders require customer approved drawings prior to release to production. Prices on order acknowledgement do not include freight, any applicable taxes, tariffs, and custom brokerage fees.

VI. Additions and/or Changes by the Purchaser

Additions to orders already received and entered into production will be considered as new orders. Changes to orders released to production will not be accepted

VII. Freight Allowance

Deliveries are F.O.B. factory, Newmarket, Ontario. Delivery to a distributor warehouse in Toronto is included on orders over \$2,500 net. Additional charges apply to residential addresses and site deliveries. No freight allowance is given to Acoustic/Sonic products or oversized shipments exceeding a 48" x 40" skid size. Additional charges may apply for express, partial, site, or other shipments. Delivery and taxes are not included. Prices do not include any applicable tariffs or customs brokerage fees.

VIII. Claims

All merchandise is packed to comply with carrier requirements. Edison Lighting Group Ltd. is not responsible for damage to goods, which occurs in transit or in storage. It is the purchaser's responsibility to examine goods upon receipt and to file any claims with the carrier within 2 days (48hrs). Any claims against Edison Lighting Group Ltd. for defects, errors or shortages must be made by the purchaser, in writing, within 5 days after any delivery. Failure by the purchaser to make any claim against Edison Lighting Group Ltd. within 5 days will constitute acceptance of goods and waiver of any defects, errors or shortages.

IX. Standard Orders

Once the purchase order has been received and the order acknowledgment has been sent, any order cancelled prior to shipment will be subject to a 25% cancellation charge.

X. Custom Orders

A 50% deposit is required on all custom orders. Customer-approved drawings are required before the order is released to production. Once the purchase order has been received and the Order Acknowledgment has been sent, any cancellation prior to customer approval of the drawings will be subject to a 25% cancellation charge. Orders cancelled after customer approval of the drawings, or after production has commenced, will be subject to a 100% cancellation charge. No changes or cancellations will be accepted after customer-signed approval drawings have been received.

XI. Return of Goods

Returns are subject to Edison Lighting Group Ltd.'s prior written approval and must be requested within thirty (30) days of shipment. A Return Authorization ("RA") number must be obtained prior to returning any product. Only items approved for return and meeting Edison Lighting Group Ltd.'s return conditions will be eligible for credit. Proof of purchase and original packaging are required. Approved returns are subject to a minimum 50% restocking charge. Returns of discontinued products, modified products, project-specific orders, special-order items, or large-quantity orders may not be accepted. Approved products must be returned in new, resalable condition and in the original packaging. Original packaging must be unmarked by writing and free of non-original stickers or labels. Return of defective goods must be freight prepaid at the purchaser's expense and is governed by Edison Lighting Group Ltd.'s warranty policy and return procedures. Returns of orders drop-shipped to a construction or job site will be limited to 10% of the original order.

XII. Shipping Dates

Shipping dates given are Edison Lighting's estimates only and should not be considered a fixed or guaranteed date. Edison Lighting shall not be held responsible for any damages, penalties or back charges of any kind resulting from delayed shipments or its inability to ship by the estimated date, unless otherwise agreed to in writing. Goods cannot be returned and orders may not be cancelled for failure to meet estimated shipping dates.

XIII. Storage

In the event the purchaser requests postponement of delivery beyond the scheduled shipping date and the goods are in production, Edison Lighting Group may transfer the goods when ready for shipment to storage at the purchaser's risk and expense. Such a transfer to storage shall be deemed delivery to the purchaser for all purposes including invoicing and payment.

XIV. Limited Warranty

For warranty coverage, terms, and limitations, please refer to Edison Lighting Group's Limited Product Warranty.