



Emerson Automation Solutions  
Appleton Grp LLC  
9377 W. Higgins Road  
Rosemont, IL 60018  
(847) 268-6000  
www.emerson.com

**APPLETON GRP LLC TERMS OF SALE**  
*(Subject to change without notice)*

Appleton Grp LLC d/b/a Appleton Group and its affiliates, subsidiaries, and divisions (including but not limited to Appleton Electric LLC; McGill; EasyHeat, Inc.; O-Z/Gedney; Nelson and SolaHD) are herein referred to, as applicable, as the "Seller," and the customer or person or entity purchasing goods ("Goods") and/or licensing software and/or firmware which are preloaded, or to be loaded into Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the sale and license of the Goods and all documents incorporated by specific reference herein or therein, including the Software License Agreement, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods and/or license of Software by Seller to Buyer. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Seller reserves the right in its sole discretion to refuse orders.

**1. PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods shall remain in effect for thirty (30) days after the date of Seller's quotation or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment of the Goods is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods to Seller's price for the Goods at the time of shipment. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Prices are for Goods delivered F.O.B. Seller's shipping point.

**2. ORDER TERMS:** All orders received by Seller from Buyer may include Goods from all classes shipped to one destination. The minimum acceptable order is \$250 net billing value plus transportation charges. For all orders under \$250, a \$25 charge will be added to the invoice. Orders received for unlisted replacement parts are not subject to the minimum acceptable order amount but will incur a minimum charge of \$25 per order.

**3. TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, shall be for Buyer's account and shall be added to the price.

**4. TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net 30 days from the date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Goods theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods sold to Buyer by Seller, which security interest shall

continue until all such Goods are fully paid for in cash, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

**5. SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Risk of loss and legal title to the Goods shall transfer from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. This shall apply to all sales for both U.S. Domestic destinations and for sales in which the end destination of the Goods is outside of the United States. All shipments are F.O.B. Seller's shipping point, transportation prepaid (subject to a minimum net billing value of \$1,500 for each order) lowest cost way to any location in the United States (except Alaska and Hawaii), and lowest cost way to the point of debarkation for all other shipments (FCA Carrier/Freight Forwarder Terminal, INCOTERMS 2000); provided, however, that all poles, brackets, and accessories are shipped no freight allowed. Standard packing processes will be applied to all shipments of all Appleton Group products. Specialized packaging requests (i.e., crating) are at the expense of the Buyer. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

**6. LIMITED WARRANTY:** Subject to the limitations of Section 7, Seller warrants that the Software will execute the programming instructions provided by Seller and that the Goods manufactured by Seller will be free from defects in material and workmanship under normal use and regular service and maintenance for a period of one year from the date of shipment of the Goods by Seller, unless otherwise specified by Seller in writing or as may be further described in the Appleton Electric LLC Sales Policies and Procedures. Seller does not warrant that the operation of the Software shall be uninterrupted or error free. Consumables, including, without limitation, glass parts and electrodes, membranes, liquid junctions, electrolytes and reagents, o-rings, plastic tubes, elastomers, etc. are warranted to be free from defects in material and workmanship under normal use and service for a period of ninety (90) days from the date of shipment by Seller. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. THESE ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

These warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's exclusive remedy, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. All costs of dismantling, reinstallation and freight and the time and expense of Seller's personnel and representatives for site travel and diagnosis under these warranties shall be borne by Buyer unless accepted in writing by Seller. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Section 6 applies to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains the Goods from Buyer, and shall be bound by the limitations therein, including Section 7. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of Sections 6 and 7.

**7. LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 6.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocates the risk between Seller and Buyer and form a basis of this bargain between the parties.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

**8. PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 7, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notifies Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperates fully with Seller and permits Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Goods. In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability.

**9. TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

**10. INSTALLATION:** Buyer shall be responsible for receiving, inspecting, testing, storing, installing, starting up and maintaining all Goods.

**11. DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

**12.INSPECTION/TESTING:** Buyer, at its option and expense, may inspect and observe the testing by Seller of the Goods for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods meet Seller's criteria for such procedures.

**13.DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor.

**14.EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods in violation of such applicable laws, regulations, orders or requirements. Buyer agrees furthermore that it shall not engage in any activity that would expose the Seller or any of its affiliates to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Buyer agrees to comply with all appropriate legal, ethical and compliance requirements. Emerson has established a worldwide hotline (800-893-2525 in the USA; 001-770-582-5243 or 001-770-776-5640 outside the USA) via which the Buyer may report any concerns to Emerson, anonymously if they wish.

**15.SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer property utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

**16.EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among [itself and] its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

**17.CANCELLATION:** Unless otherwise agreed in writing by Seller, orders under this agreement may not be canceled by Buyer for any reason.

**18.CHANGES:** Buyer may request changes or additions to the Goods and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees and dates of delivery.

Seller reserves the right to change designs and specifications for the Goods and/or Software without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change.

**19.NUCLEAR/MEDICAL.** GOODS AND SERVICES SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts goods and services with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

**20.ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

**21.GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of Illinois. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Illinois, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

**Appleton Electric LLC Sales Policies and Procedures**  
*(Subject to Change Without Notice)*

Appleton Electric LLC is herein referred to as the “Seller,” and the person or entity purchasing goods (“Goods”) from Seller, which may be a distributor, is referred to as the “Buyer.” These Sales Policies and Procedures are intended to supplement the Appleton Group LLC Terms and Conditions (the “Terms and Conditions”) that Seller has previously or contemporaneously provided to Buyer; however, if any provision of these Sales Policies and Procedures conflict with the provisions of the Terms and Conditions, the provisions of the Terms and Conditions will govern.

**1. STANDARD RETURN GOODS POLICY:** Seller’s returned goods program allows a Buyer who is a distributor the flexibility required to carry a complete inventory of Seller’s Goods with a minimum risk of inventory obsolescence. Seller will accept Goods of its manufacture for material credit from a distributor’s stock subject to the following conditions.

(a) A Return Material Authorization (“RMA”) must be initiated by the local sales representative. (Goods cannot be returned by Buyer until RMA authorization notification and factory issued RMA forms are received.)

(b) Annual authorizations will be considered for amounts up to 3% of stock purchases made during the prior 12-month period.

(c) All returned Goods must be currently cataloged items, new, in resalable condition, and in original, unopened cartons.

(d) Goods purchased more than 12 months prior to the RMA request will not be allowed.

(e) Goods not allowed on RMA include the following: special Goods not in the catalog, discontinued Goods, cast junction boxes and other enclosures, other customized Goods, catalog Goods modified to customer specifications, other Goods deemed non-returnable by Seller, and Reelite Goods. Other Goods not allowed include Goods shipped directly to Buyer’s customer, or Goods being returned directly from the customer’s stock.

(f) Credit for all eligible returned Goods will be issued at the purchased price less cash discount, restocking and refurbishing charge where required. A minimum restocking, handling expense charge of 10% or \$50.00, whichever is higher, will apply to any return regardless of size, plus all shipping expenses incurred by the Seller. Credit will be issued within 60 days of receipt unless other arrangements are made with Seller.

(g) If an invoice for the Goods is not provided, credit will be issued at two price sheets back at the current into stock price levels for commonly stocked Goods and negotiated for all others. Credit will be issued in the form of Goods credit only.

(h) Credit will be issued only on the quantities actually received by Seller. No unauthorized Goods will be accepted.

(i) Authorized stock returns must be shipped freight prepaid to the destination stipulated on the RMA and must be accompanied by the issued RMA form.

(j) Goods shipped in error by Seller, or which are to be returned because of manufacturing defects, must be processed on a separate RMA and may be returned to the destination stated on the RMA freight collect, cheapest way with no restocking charge, and accompanied by the issued RMA form.

(k) All returns are subject to inspection and final credit approval.

(l) Goods must be returned within 60 days of RMA issuance or the RMA will be void.

(m) Goods returned which do not meet this RMA policy may be returned at Buyer's expense or scrapped with no credit allowed.

**2. DELIVERY TERMS ON SHIPMENTS ROUTED BY BUYER OTHER THAN VIA CHEAPEST WAY:** Where a Buyer who is a distributor directs routings other than the cheapest way, delivery terms are F.O.B. shipping point with transportation charges collect, or upon request prepaid, with transportation charges added to the invoice.

**3. CARTAGE:** Seller will not assume, allow or pay special notification charges assessed by the carrier or any charges for cartage, detention, or store door delivery at destination. If special services are requested, any costs will be passed on to Buyer.

**4. DELIVERY TERMS ON SHIPMENTS DIRECT TO BUYER'S CUSTOMERS:** Shipments of orders shipped direct to a Buyer's customers are shipped F.O.B. shipping point, with transportation charges prepaid (subject to the conditions set forth in the Terms and Conditions), the cheapest way to any city in the U.S.A. (except in Alaska and Hawaii). Express, Air Express and Air Freight, etc., shipments shipped direct to a Buyer's customer are F.O.B. shipping point, prepaid-charge, with transportation charges added to the invoice. Upon request such shipments will be made collect.

**5. BUYER PICK-UPS FROM SELLER FACILITIES:** For Buyer pick-ups (will call), Seller assumes no liability in the transportation, vehicle involved in the transportation, or the method of loading Goods involved in such a delivery.

**6. PAYMENTS OF FREIGHT CHARGES:** A copy of the Bill of Lading will be furnished showing if the Goods were shipped on a prepaid or collect basis. On all prepaid or collect shipments, Seller will not allow, assume or refund to Buyer or its customer any freight charges erroneously paid by Buyer or its customer.

**7. ORDERS FOR SPECIAL GOODS:** On orders for special Goods, Seller reserves the right to ship and invoice a quantity variance of 10% above or below the specified quantity on the order. Orders for Cast Junction Boxes, special Goods not listed in our current catalog, catalog Goods modified to customer specifications, Goods deemed non-returnable, non-cancellable, and unusual quantities of a standard catalog Good made especially for an order are accepted only on a non-cancellable, non-returnable basis.

**8. QUALIFICATION:** The mere possession of a discount sheet does not entitle the holder to the discounts stated therein unless he has been appointed a franchised distributor for Seller's Goods.

**9. SPECIAL PACKING AND MARKING:** Seller reserves the right to charge for special packing, other than standard commercial packing, made at the request of Buyer. On orders requiring special marking, Seller reserves the right to assess a service charge.

**10. SPECIAL CHARGE FOR MOUNTING CABLE ON REELITE:** Seller will place cable supplied by a Buyer on any Reelite if the Buyer requests. Price for this service will be given upon application.

**11. STANDING INSTRUCTIONS:** Seller will not accept standing, general, or blanket instructions. Each transaction must be accompanied by full instructions on the order itself.

**12. CLAIM FOR SHORTAGES:** No claim for shortages will be recognized by Seller unless such alleged shortage is reported to the home office of Seller within 15 days after receipt of shipment at destination.

(a) Request for Proof of Delivery: If Buyer has paid an invoice in full, and Seller is unable to prove delivery upon request by Buyer, Seller will provide a credit of 5% of the net value for those items on which delivery was not proved.

If Buyer does not pay the invoice or a portion of the invoice because of an alleged shortage, Seller will charge a 5% service fee in addition to the invoiced value on those Goods on which delivery has proved.

**13. PRICING ERRORS:** For their own convenience, some Buyers who are distributors follow the practice of placing prices, discounts and terms on their purchase orders, with the expectation that Seller will verify such prices, discounts and terms before accepting and entering the order. Such verification would cause unnecessary clerical work and delay. Correct prices, discounts and terms on Goods are a matter of record with Buyers who are distributors; therefore, in accepting orders, Seller does so with the understanding and agreement that Goods will be billed at the correct prices, discounts and terms, even through incorrect prices, discounts or term may appear on a Buyer's purchase order.

**14. ATX ORDERS FOR DESTINATIONS OTHER THAN THE UNITED STATES:** Sales of ATX Goods through the Appleton Group sales channel are governed by the Terms and Conditions, with the following exceptions: All shipments routed by Seller to destinations outside of the United States are shipped Ex-Works our facility in Amiens, France with transportation charges prepaid on orders over \$5,000 in value, cheapest way to point of debarkation in either France or Belgium.

**15. LIMITED WARRANTY.** Additional warranty provisions may apply to certain Goods you purchase, as further described on Exhibit A, attached hereto. Except as specifically set forth on Exhibit A, the limited warranty described in Section 6 of the Appleton GRP LLC Terms of Sale shall be the sole and exclusive warranty offered with respect to your purchase of Goods.

#### **GENERAL INFORMATION**

Seller manufactures over 15,000 products for the electrical industry. These are divided into four divisions: Unilet, Lighting, Reelite and Roughing-In.

All products are alphanumerically listed within this index and show prices except for a few selected products which may be marked "POA" (Price on Application).

**UPC Numbers (NAED No.).** In cooperation with the National Association of Electrical Distributors, Appleton now lists the 11 digit UPC Number for each item. The UPC number consists of the NAED manufacturer's number (6 digits) followed by the NAED product code (5 digits). These UPC numbers are for distributors' use only. All orders to Appleton must carry Appleton catalog numbers. Appleton acknowledgements, invoices, or other correspondence will not display the UPC number. Most Appleton items bear, manufacturer number 781381. A second manufacturer number, 687855, is used for several Appleton items, including steel boxes, Neer die cast products, ETP steel fittings and Weatherproof Electrical Products.

**Special Items.** Non-standard (special) items, ballast and custom-made products are not listed but information and prices will be furnished on request. All data, including quantity, should be directed to Appleton's Quotation Department.

**Lighting Products.** The Lighting Division offers a complete line of HID and Incandescent Floodlights, High Bay/Low Bay, RLM, Commercial and Architectural Luminaries, plus poles, brackets and ballasts. This wide choice from one source can fulfill almost every need. These various lighting products can be used for security, parking lots, building exteriors, offices, shopping centers, malls, stores, recreational and industrial areas. Ballasts for indoor and outdoor use are also listed within this index.

**Reelite Products.** Most Reelite products cable are priced in the index less cable, and are noted by special symbol indicating where cable price may be found. It is strongly recommended that, for undivided responsibility, the cable be ordered with and installed on the reel. A complete order should include the Reelite model number, complete cable details, i.e. length, wire gauge and number of conductors, plus model numbers of ratchet or other required accessories. Each item should be individually priced from the index and shown on the order. Those Reelites, not supplied with cable are worked in the index by special symbol referring to Index Sect. RC found at the end of the index. Sect. RC provides prices (per 100 feet) for Type SO, W and G extra flexible neoprene jacketed cable, rated 600 volt, for reeling service. Listed price includes the cost of installation on the reel.



**Cable Outlets.** Most Reelites priced in the index are furnished with either guide rails or a four-roller cable outlet as defined on the feature page for each specific product. Each feature page also lists other optional cable outlets and accessories for each specific Reelite series. Orders must include the model number and pricing of optional accessories required.

**Ratchets.** For installations where constant cable tension is not desired, a cable locking ratchet can be supplied at additional charge. Catalog Subsections W2 and W3 contain a listing of those Reelite models where ratchet is standard or available as an option. Where optional ratchets are ordered, model number and price must be part of the order.

**Special Reelites.** Special "SQ" Reelites are available and are quoted by the factory for those applications which are not found in the Reelite catalog section. Over fifty years of cable reel engineering and manufacturing experience provides assurance that a custom engineered Reelite can be offered by Appleton for most applications. All inquiries should be directed to Seller's Quotation Department.

**Roughing-In Products.** Switch and Outlet Boxes, Conduit Fittings, Conduit Connectors, Entrance Fittings, Conduit Hangers and Cable Connectors are all products of the Roughing-In Division.

**Unilet Products.** All standard Unilet products are alphanumerically listed within this pricing index. Pricing of Unilet Suffix Catalog Numbers are in the back pages of the index.

Exhibit A  
Special Warranty for LED Lighting Goods

To the extent that a specific LED Good described below has been purchased, Seller represents and warrants to the end-user purchaser ("End-User") of the LED Goods only that, for the duration specified below, the applicable LED Goods will be free from defects in material and workmanship that materially cause the Goods to not operate in accordance with their specifications. This warranty does not apply to: (i) LED Goods that have been altered or modified by any third party other than Seller; (ii) LED Goods being utilized with a combination of other products if the failure would not have occurred without such combination; (iii) LED Goods that have been damaged due to the negligence of any third party other than Seller; and (iv) defects caused by accidents or misuse of the LED Goods, including, but not limited to, operation at temperatures or voltage levels outside of the indicated levels in the specifications of the LED Goods, improper installation, or improper handling of the LED Goods. In the event that an End-User returns any defective LED Goods to Seller, and Seller, in its reasonable and sole discretion determines that the LED Goods have met the warranty conditions set forth herein, then Seller shall, at Seller's sole and absolute discretion either: (i) repair or replace the defective LED Good; (ii) in the event that the specific LED Good that is defective is not in stock or no longer being manufactured, replace the defective LED Good with a comparable model; or (iii) refund to the End-User the amount paid for the LED Good; provided, however, in no event shall Seller be responsible for any removal, shipping, labor or reinstallation expenses associated with a defective LED Good. Seller reserves the right, in its sole discretion, to require an End-User to provide supporting documentation with respect to any defective LED Good claim. The warranty set forth herein shall be void in all respects if the LED Goods are not used for the intended purposes described in the specifications provided with the LED Goods. This warranty is only being offered to the End-User of the LED Goods and in no way shall extend to any Buyer who is not considered an End-User.

Nothing herein shall in any way modify, alter, or supersede the limitations of liability described in Section 7 of the Appleton GRP LLC Terms of Sale.

To report a warranty claim, please contact Seller at: \_\_\_\_\_ for further instructions.

The duration of the limited warranty for LED Goods shall be for a period of five (5) years for the part numbers set forth on Schedule 1, attached hereto.

The duration of the limited warranty for LED Goods shall be for a period of ten (10) years for the part numbers set forth on Schedule 2 for select SKUs within the Series identified, attached hereto.

To the extent that the part number of a Good you purchased is not listed on any schedule attached hereto, the sole and exclusive warranty being offered with respect to such Good, shall be as described in Section 1 of the Terms and Conditions.

Schedule 1 – LED Goods with 5-year limited warranty

| Product Number | Product Description                                     |
|----------------|---|
| MLED           | Mercmaster™ LED Series                                  |
| MILLED         | Mercmaster Low Profile Series                           |
| IMLLED         | Industrial Mercmaster LED Low Profile Series            |
| AMLED          | Areamaster™ LED Series                                  |
| IAMLED         | Industrial Areamaster LED Series                        |
| AMLG           | Areamaster Generation 2 LED Series                      |
| AMLH           | Areamaster Generation 2 HL LED Series                   |
| IAMLG          | Industrial Areamaster Generation 2 LED Series           |
| IAMLH          | Industrial Areamaster Generation 2 HL LED Series        |
| LLEDA          | Viamaster™ LED Series                                   |
| N2LED          | N2LED Series Emergency Luminaires                       |
| CMLLED         | Codemaster™ LED Series                                  |
| FELED          | FELED Series Nonmetallic LED Luminaires                 |
| BLL            | Baymaster™ LED Luminaire                                |
| BHL            | Baymaster HL LED Luminaire                              |
| IBL            | Industrial Baymaster LED Luminaire                      |
| IBHL           | Industrial Baymaster HL LED Luminaire                   |
| MLG            | Mercmaster LED Generation 3 Series Luminaire            |
| IMLG           | Industrial Mercmaster LED Generation 3 Series Luminaire |
| VMV            | Contender™ LED Luminaire                                |
| AAL            | A-51™ LED Group A,B,C,D Series                          |
| AL             | A-51 LED Group C,D Series                               |
| CJL            | Codemaster Jr LED Series                                |
| AMLZ           | Areamaster Generation 2 LED Zone 1                      |
| AMHZ           | Areamaster Generation 2 HL LED Zone 1                   |
| BLZ            | Baymaster LED Zone 1 Series                             |
| BHZ            | Baymaster HL LED Zone 1 Series                          |
| MGZ            | Mercmaster Generation 3 LED Zone 1 Series               |
| RELED          | ATX™ RELED Recessed Zone 1 Luminaires                   |

Schedule 2 – LED Goods with 10 year limited warranty

Select SKUs of the following Series will have a 10-year warranty. The SKUs must have a secondary optic and must have 10KV surge.

| Product Number | Product Description                                     |
|----------------|---|
| AMLG*          | Areaster Generation 2 LED LED Series                    |
| AMLH*          | Areaster Generation 2 HL LED Series                     |
| IAMLG*         | Industrial Areaster Generation 2 LED Series             |
| IAMLH*         | Industrial Areaster Generation 2 HL LED Series          |
| BLL*           | Baymaster LED Luminaire                                 |
| BHL*           | Baymaster HL LED Luminaire                              |
| IBL*           | Industrial Baymaster LED Luminaire                      |
| IBHL*          | Industrial Baymaster HL LED Luminaire                   |
| MLG**          | Mercmaster LED Generation 3 Series Luminaire            |
| IMLG**         | Industrial Mercmaster LED Generation 3 Series Luminaire |

\*The SKUs that qualify for the 10-year limited warranty comply with the following:

1. Hazardous or Industrial: Have 10KV surge. This is indicated if the last character of the part number string as an **S** for 10 KV Surge Protection
2. The luminaire must have a secondary optic.
  - a. Hazardous Areaster: This is indicated by the by the 9<sup>th</sup> character of the part number string being either a 7 (Generation 2 Series and Generation 2 HL Series) or 5 for (Generation 2 HL Series)
  - b. Industrial Areaster: This is indicated by the by the 10<sup>th</sup> character of the part number string being either a 7 (Generation 2 Series and Generation 2 HL Series) or 5 for (Generation 2 HL Series)
  - c. Hazardous Baymaster: This is indicated by the 9<sup>th</sup> or 10<sup>th</sup> character of the part number string being either a W, or A (Wide or Aisle for Baymaster Series) or W or N for (Wide or Narrow for Baymaster HL Series)
  - d. Industrial Baymaster: This is indicated by the by the 10<sup>th</sup> or 11<sup>th</sup> character of the part number string being either a W, or A (Wide or Aisle, Industrial Baymaster Series) or W or N for (Wide or Narrow, Industrial Baymaster HL Series)

\*\*The SKUs that qualify for the 10-year limited warranty comply with the following:

1. The luminaire must have a secondary optic.
  - a. Hazardous Mercmaster: This would be a 1 (Type I), 3 (Type III) or W (Type V Wide). This is indicated by a character of the part number string being either a 1,3, or W (Mercmaster LED Generation 3 Series). The 1,3 or W could be the 8<sup>th</sup>, 9<sup>th</sup>, or 10<sup>th</sup> character in the part number string.
  - b. Industrial Mercmaster: This would be a 1 (Type I), 3 (Type III) or W (Type V Wide). This is indicated by a character of the part number string being either a 1,3, or W (Industrial Mercmaster LED Generation 3 Series). The 1,3 or W could be the 9<sup>th</sup> or 10<sup>th</sup> or 11<sup>th</sup> character in the part number string.

**McGill Sales Policies and Procedures**  
*(Subject to change without notice)*

McGill is herein referred to as the “Seller,” and the person or entity purchasing goods (“Goods”) from Seller, which may be a distributor, is referred to as the “Buyer.” These Sales Policies and Procedures are intended to supplement the Appleton Group LLC Terms and Conditions (the “Terms and Conditions”) that Seller has previously or contemporaneously provided to Buyer; however, if any provision of these Sales Policies and Procedures conflict with the provisions of the Terms and Conditions, the provisions of the Terms and Conditions will govern.

**1. STANDARD RETURN GOODS POLICY.** Seller’s returned goods program allows a Buyer who is a distributor the flexibility required to carry a complete inventory of Seller’s Goods with a minimum risk of inventory obsolescence. Seller will accept Goods of its manufacture for Goods credit from a Buyer’s stock subject to the following conditions:

- (a) A Return Materials Authorization (“RMA”) must be initiated by the local sales representative. (Material cannot be returned by the distributor until RMA authorization notification and factory issued RMA forms are received).
- (b) Annual authorizations will be considered for amounts up to 3% of stock purchases made during the prior 12-month period.
- (c) All returned Goods must be currently cataloged items, new, in resalable condition, and in original, unopened cartons.
- (d) Goods purchased more than 12 months prior to the RMA request will not be allowed.
- (e) Materials not allowed on RMA include the following: special Goods not in the catalog, discontinued Goods, other customized Goods, catalog Goods modified to customer specifications, and other Goods deemed non-returnable by Seller. Other Goods not allowed include Goods shipped directly to a Buyer’s customer to Goods being returned directly from the customer’s stock.
- (f) Credit for all eligible returned Goods will be issued at the purchased price less cash discount, restocking and refurbishing charge, where required. A minimum restocking, handling expense charge of 10% or \$50.00, whichever is higher, will apply to any return regardless of size, plus all shipping expenses incurred by the Seller. Credit will be issued within 60 days of receipt unless other arrangements are made with Seller.
- (g) If an invoice for the Goods is not provided, credit will be issued at two price sheets back at the current into stock price levels for commonly stocked Goods and negotiated for all others. Credit will be issued in the form of Goods credit only.
- (h) Credit will be issued only on the quantities actually received by Seller. No unauthorized Goods will be accepted.
- (i) Authorized stock returns must be shipped freight prepaid to the destination stipulated on the RMA and must be accompanied by the issued RMA form.
- (j) Goods shipped in error by Seller, or which is to be returned because of manufacturing defects, must be processed on a separate RMA and may be returned to the destination stated on the RMA, freight collect, cheapest way, with no restocking charge, and accompanied by the issued RMA form.
- (k) All returns are subject to inspection and final credit approval.
- (l) Goods must be returned within 60 days of RMA issuance or the RMA will be void.

(m) Goods returned which do not meet this RMA policy may be returned at Buyer's expense or scrapped with no credit allowed.

**2. DELIVERY TERMS ON SHIPMENTS ROUTED BY BUYER OTHER THAN VIA CHEAPEST WAY.** Where a Buyer who is a distributor directs routings other than the cheapest way, delivery terms are F.O.B. shipping point with transportation charges collect, or upon request prepaid, with transportation charges added to the invoice.

**3. CARTAGE.** Seller will not assume, allow or pay special notification charges assessed by the carrier or any charges for cartage, detention, or store door delivery at destination. If special services are requested any costs will be passed on to Buyer.

**4. DELIVERY TERMS ON SHIPMENTS DIRECT TO BUYER'S CUSTOMERS.** Shipments of orders shipped direct to a Buyer's customers are shipped F.O.B. shipping point, with transportation charges prepaid (subject to the conditions set forth in the Terms and Conditions), the cheapest way to any city in the U.S.A. (accept in Alaska and Hawaii). Express, Air Express and Air Freight, etc., shipments shipped direct to a Buyer's customer are F.O.B. shipping point, prepaid charge with transportation charges added to the invoice. Upon request, such shipments will be made collect.

**5. BUYER PICK-UPS FROM SELLER FACILITIES.** For Buyer pick-ups (will call), Seller assumes no liability in the transportation, vehicle involved in the transportation, or the method of loading Goods involved in such a delivery.

**6. PAYMENTS OF FREIGHT CHARGES.** A copy of the Bill of Lading will be furnished showing if the Goods were shipped on a prepaid or collect basis. On all prepaid or collect shipments, Seller will not allow, assume or refund to Buyer or its customer any freight charges erroneously paid by Buyer or its customer.

**7. ORDERS FOR SPECIAL GOODS.** On orders for special Goods, Seller reserves the right to ship and invoice a quantity variance of 10% above or below the specified quantity on the order. Orders for special Goods not listed in Seller's current catalog, catalog Goods modified to customer specifications, other Goods deemed non-cancellable, non-returnable, and unusual quantities of a standard catalog Good made especially for an order are accepted only on a non-cancellable, non-returnable basis.

**8. QUALIFICATION.** The mere possession of a discount sheet does not entitle the holder to the discounts stated therein unless he has been appointed a franchised distributor for the Goods of Seller.

**9. SPECIAL PACKING AND MARKING.** Seller reserves the right to change for special packing, other than standard commercial packing, made at the request of Buyer. On orders requiring special marking, Seller reserves the right to assess a service charge.

**10. STANDING INSTRUCTIONS.** Seller will not accept standing, general, or blanket instructions. Each transaction must be accompanied by full instructions on the order itself.

**11. CLAIM FOR SHORTAGES.** No claim for shortages will be recognized by Seller unless such alleged shortage is reported to the home office of Seller within 15 days after receipt of shipment at destination.

**12. PRICING ERRORS.** For their own convenience, some Buyers who are distributors follow the practice of placing prices, discounts and terms on their purchase orders, with the expectation that Seller will verify such prices, discounts and terms before accepting and entering the order. Such verification would cause unnecessary clerical work and delay.

Correct prices, discounts and terms on Goods are a matter of record with Buyers who are distributors; therefore, in accepting orders, Seller does so with the understanding and agreement that Goods will be billed at the correct prices, discounts and terms, even though incorrect prices, discounts or terms may appear on Buyer's purchase order.

Seller will assume complete responsibility for any and all pricing and billing errors it makes. However, it will not assume responsibility for any special prices, discounts, or terms of sale that appear on a Buyer's purchase order that conflict with its own published or established prices, discounts, and Terms and Conditions.

## GENERAL INFORMATION

Seller manufactures over 2,000 products for the electrical industry. All Goods are alphanumerically listed within this index.

**UPC Numbers (NAED No.).** In cooperation with the National Association of Electrical Distributors, Seller lists the UPC Number for each Good. The UPC number consists of the NAED manufacturer's number (6 digits) followed by the NAED product code (5 digits). These UPC numbers are for distributors' use only. All orders to Seller must carry Seller catalog numbers. Seller acknowledgements, invoices or other correspondence will not display the UPC number. Seller's Goods bear manufacturer number 036283.

**O-Z/Gedney Sales Policies and Procedures**  
*(Subject to change without notice)*

O-Z/Gedney, LLC is herein referred to as the “Seller,” and the person or entity purchasing goods (“Goods”) from Seller, which may be a distributor, is referred to as the “Buyer.” These Sales Policies and Procedures are intended to supplement the Appleton Group LLC Terms and Conditions (the “Terms and Conditions”) that Seller has previously or contemporaneously provided to Buyer; however, if any provision of these Sales Policies and Procedures conflict with the provisions of the Terms and Conditions, the provisions of the Terms and Conditions will govern.

**1. DELIVERY TERMS ON SHIPMENTS TO BUYER’S STOCK.** Subject to the Terms and Conditions, all shipments routed by Seller are shipped F.O.B. shipping point, with transportation charge pre-paid cheapest way, to Buyer’s city in the U.S.A. (accept Alaska and Hawaii). Shipments to points outside the U.S.A. and to Alaska and Hawaii are F.O.B. shipping point, with transportation charges prepaid cheapest way to point of debarkation.

**2. STANDARD RETURN GOODS POLICY.** Seller’s returned goods program allows a Buyer who is a distributor the flexibility required to carry a complete inventory of Seller’s Goods with a minimum risk of inventory obsolescence. Seller will accept Goods of its manufacture for Goods credit from a Buyer’s stock subject to the following conditions.

(a) A Return Material Authorization (“RMA”) must be initiated by the local sales representative. (Goods cannot be returned by Buyer until RMA authorization notification and factory issued RMA forms are received).

(b) Annual authorizations will be considered for amounts up to 3% of stock purchases made during the prior 12-month period.

(c) All returned Goods must be currently cataloged items, new, in resalable condition, and in original, unopened cartons.

(d) Goods purchased more than 12 months prior to the RMA request will not be allowed.

(e) Goods not allowed on RMA include the following: special Goods not in the catalog, discontinued Goods, cast junction boxes and other enclosures, other customized Goods, catalog Goods modified to customer specifications, and other Goods deemed non-returnable by Seller. Other Goods not allowed include Goods shipped directly to Buyer’s customer, or material being returned directly from the customer’s stock.

(f) Credit for all eligible returned Goods will be issued at the purchased price less cash discount, restocking and refurbishing charge where required. A minimum restocking, handling expense charge of 10% or \$50.00, whichever is higher, will apply to any return regardless of size, plus all shipping expenses incurred by the Seller. Credit will be issued within 60 days of receipt unless other arrangements are made with Seller.

(g) If an invoice for the Goods is not provided, credit will be issued at two price sheets back at the current into stock price levels for commonly stocked Goods and negotiated for all others. Credit will be issued in the form of Goods credit only.

(h) Credit will be issued only on the quantities actually received by Seller. No unauthorized Goods we be accepted.

(i) Authorized stock returns must be shipped freight prepaid to the destination stipulated on the RMA and must be accompanied by the issued RMA form.

(j) Goods shipped in error by Seller, or which are to be returned because of manufacturing defects, must be processed on a separate RMA and may be returned to the destination stated on the RMA freight collect, cheapest way with no restocking charge, and accompanied by the issued RMA form.

(k) All returns are subject to inspection and final credit approval.

(l) Goods must be returned within 60 days of RMA issuance or the RMA will be void.

(m) Goods returned which do not meet this RMA policy may be returned at Buyer's expense or scrapped with no credit allowed.

**3. DELIVERY TERMS ON SHIPMENTS ROUTED BY BUYER OTHER THAN VIA CHEAPEST WAY.** Where a Buyer directs routings other than the cheapest way, delivery terms are F.O.B. shipping point with transportation charges collect, or upon request prepaid, with transportation charges added to the invoice.

**4. CARTAGE.** Seller will not assume, allow or pay special notification charges assessed by the carrier or any charges for cartage, detention, or store door delivery at destination. If special services are requested, any costs will be passed on to Buyer.

**5. DELIVERY TERMS ON SHIPMENTS DIRECT TO BUYER'S CUSTOMERS.** Shipments of orders shipped direct to a Buyer's customers are shipped F.O.B. shipping point, with transportation charges prepaid (subject to the conditions set forth in the Terms and Conditions), the cheapest way to any city in the U.S.A. (except in Alaska and Hawaii). Express, Air Express and Air Freight, etc., shipments shipped direct to a Buyer's customer are F.O.B. shipping point, prepaid charge, with transportation charges added to the invoice. Upon request, such shipments will be made collect.

**6. BUYER PICK-UPS FROM SELLER FACILITIES.** For Buyer pick-ups (will call), Seller assumes no liability in the transportation, vehicle involved in the transportation, or the method of loading Goods involved in such a delivery.

**7. PAYMENTS OF FREIGHT CHARGES.** A copy of the Bill of Lading will be furnished showing if the Goods were shipped on a prepaid or collect basis. On all prepaid or collect shipments, Seller will not allow, assume or refund to Buyer or its customer any freight charges erroneously paid by Buyer or its customer.

**8. ORDERS FOR SPECIAL GOODS.** On orders for special Goods, Seller reserves the right to ship and invoice a quantity variance of 10% above or below the specified quantity on the order. Orders for Cast Junction Boxes, special Goods not listed in Seller's current catalog, catalog Goods modified to customer specifications, other Goods deemed non-cancellable, non-returnable, and unusual quantities of a standard catalog Good made especially for an order are accepted only on a non-cancellation, non-returnable basis.

**9. QUALIFICATION.** The mere possession of a discount sheet does not entitle the holder to the discounts stated therein unless he has been appointed a franchised distributor for the Goods of Seller.

**10. SPECIAL PACKING AND MARKING.** Seller reserves the right to charge for special packing, other than standard commercial packing, made at the request of Buyer. On orders requiring special marking, Seller reserves the right to assess a service charge.

**11. STANDING INSTRUCTIONS.** Seller will not accept standing, general, or blanket instructions. Each transaction must be accompanied by full instructions on the order itself.

**12. CLAIM FOR SHORTAGES.** No claim for shortages will be recognized by Seller unless such alleged shortage is reported to the home office of Seller within 15 days after receipt of shipment at destination.

**13. PRICING ERRORS.** For their own convenience, some Buyers who are distributors follow the practice of placing prices, discounts and terms on their purchase orders, with the expectation that Seller will verify such prices, discounts and terms before accepting and entering the order. Such verification would cause unnecessary clerical work and delay.

Correct prices, discounts and terms on Goods are a matter of record with Buyers who are distributors; therefore, in accepting orders, Seller does so with the understanding and agreement that Goods will be billed at the correct prices, discounts and terms, even though incorrect prices, discounts or terms may appear on Buyer's purchase order.



Seller will assume complete responsibility for any and all pricing and billing errors it makes. However, it will not assume responsibility for any special prices, discounts, or terms of sale that appear on Buyer's purchase order that conflict with Seller's published or established prices, discounts, and Terms and Conditions.

**14. ATX ORDERS FOR DESTINATIONS OTHER THAN THE UNITED STATES.** Sales of ATX Goods through the Appleton Group sales channel are governed by the Terms and Conditions, with the following exceptions: All shipments routed by Seller to destinations outside of the United States are shipped Ex-Works our facility in Amiens, France with transportation charges prepaid on orders over \$5,000 in value, cheapest way to point of debarkation in either France or Belgium.

#### **GENERAL INFORMATION**

Seller manufactures over 10,000 Goods for the electrical industry. All products are alphanumerically listed within this index.

UPC Numbers (NAED No.). In cooperation with the National Association of Electrical Distributors, Seller now lists the 11 digit UPC Number for each item. The UPC number consists of the NAED manufacturer's number (6 digits) followed by the NAED product code (5 digits). These UPC numbers are for distributors' use only. All orders to Seller must carry Seller catalog numbers. Seller acknowledgements, invoices, or other correspondence will not display the UPC number. Most of Seller's Goods bear manufacturer number 783126. A second manufacturer number, 687855, is used for several of Seller Goods, including steel boxes, Neer die cast products, ETP steel fittings and Weatherproof Electrical Products.

**SPECIAL GOODS.** Non-standard (special) Goods, ballast and custom-made Goods are not listed, but information and prices will be furnished on request. All data, including quantity, should be directed to Seller's Quotation Department.

## SolaHD Sales Policies and Procedures

*(Subject to change without notice)*

SolaHD, a division of Appleton Group LLC d/b/a Appleton Group, is herein referred to as the “Seller,” and the person or entity purchasing goods (“Goods”) from Seller, which may be a distributor, is referred to as the “Buyer.” These Sales Policies and Procedures are intended to supplement the Appleton Group LLC Terms and Conditions (the “Terms and Conditions”) that Seller has previously or contemporaneously provided to Buyer; however, if any provision of these Sales Policies and Procedures conflict with the provisions of the Terms and Conditions, the provisions of the Terms and Conditions will govern.

1. **SPECIAL WARRANTY PERIODS:** Warranties can be registered online in the Technical Support section at [www.solahd.com](http://www.solahd.com). Warranty commences upon date of manufacture. Warranty periods are per the Terms and Conditions, except as set forth in the following schedule:
  - (a) Standard catalog transformer and single phase, power conditioning products – 10 years plus an additional two years if warranty for the transformer is registered within 14 days after installation.
  - (b) Solatron Plus (Three Phase Power Conditioner) – two years.
  - (c) Uninterruptible Power Systems – one or two years depending on models unless otherwise stated. Extended warranties are available. Warranty is void if battery is not charged every six months when not in use.
  - (d) DC Power Supplies – one to five years depending on product line.
  - (e) Surge Suppression Products – 10 years unless otherwise stated.
  - (f) Products manufactured to a purchaser’s specifications – one year.
2. **QUALIFICATION:** The mere possession of a discount sheet does not entitle the holder to the discounts stated therein unless he has been appointed a franchised distributor for Seller’s Goods.
3. **SPECIAL PACKING AND MARKETING:** Seller reserves the right to charge for special packing, other than standard commercial packing, made at the request of Buyer. On orders requiring special marking, Seller reserves the right to assess a service charge.
4. **STANDING INSTRUCTIONS:** Seller will not accept standing, general, or blanket instructions. Each transaction must be accompanied by full instructions on the order itself.
5. **CLAIMS:** No claim for shortages will be recognized by Seller unless such alleged shortage is reported to the home office of Seller within 15 days after receipt of shipment at destination.
6. **DELIVERY TERMS ON SHIPMENTS ROUTED BY BUYER OTHER THAN VIA LOWEST COST METHOD:** If Buyer directs routing other than the lowest cost method, delivery terms are F.O.B. shipping point with transportation charges collect, or upon request prepaid, with transportation charges added to the invoice.
7. **CARTAGE:** Seller will not assume, allow or pay special notification charges assessed by the carrier or any charges for cartage, detention, or store door delivery at destination. If special services are requested, any costs will be passed on to Buyer.
8. **DELIVERY TERMS ON SHIPMENTS DIRECT TO BUYER’S CUSTOMERS:** Shipments of orders shipped direct to Buyer’s customers are shipped F.O.B. shipping point, with transportation charges prepaid (subject to the conditions set forth in the Terms and Conditions), the lowest cost method to any city in the U.S.A. (except in Alaska and Hawaii). Express, Air Express and Air Freight, etc., shipments shipped direct to Buyer’s customer are F.O.B. shipping point, prepaid-charge, with transportation charges added to the invoice. Upon request such shipments will be made collect.

9. **BUYER PICK-UPS FROM SELLER FACILITIES:** For Buyer pick-ups (will call), Seller assumes no liability in the transportation, vehicle involved in the transportation, or the method of loading goods involved in such a delivery.
10. **PAYMENTS OF FREIGHT CHARGES:** A copy of the Bill of Lading will be furnished showing if the Goods were shipped on a prepaid or collect basis. On all prepaid or collect shipments, Seller will not allow, assume or refund to Buyer or its customer any freight charges erroneously paid by Buyer or its customer.
11. **PRICING ERRORS:** All prices are subject to correction of clerical errors. If total order quantity is partially cancelled, all prior shipments will be billed at the actual quantity released. Prices are subject to change without notice.

For their own convenience, some buyers who are distributors follow the practice of placing prices, discounts and terms on their purchase orders, with the expectation that Seller will verify such prices, discounts and terms before accepting and entering the order. Such verification would cause unnecessary clerical work and delay.

Correct prices, discounts and terms on goods are a matter of record with buyers who are distributors; therefore, in accepting orders, Seller does so with the understanding and agreement that Goods will be billed at the correct prices, discounts and terms, even though incorrect prices, discounts or terms may appear on buyer's purchase order.

12. **RETURN GOODS POLICY:** All returns are subject to inspection and final credit approval. Seller will, at its discretion, refuse all returns without proof of purchase. Returns of Goods are classified as either Defective Product or Distributor Stock Rotation. All returns must be processed through an authorized Seller distributor. These policies apply to sales of Goods in North America. For all sales outside North America, please contact your local sales representative or Seller for repair/return instructions and policies. Return Material Authorization ("RMA") numbers are only released to authorized Seller distributors after the receipt of supporting information and documentation.

- (a) Freight for Stock Rotation Products: Returns shall be prepaid to Seller, accompanied by the issued RMA form. Seller will ship repaired or replaced warranty Goods, via common carrier ground transportation freight prepaid and allowed, to Buyer's customer.

Goods carried in the most recent edition of Seller's catalog of Goods (unless otherwise communicated by Seller) may be returned (freight prepaid) for credit upon receipt of a written return product date code and proof of purchase dated within the past 12 months. The stock return is only allowed when another purchase order of twice the amount or greater in dollar value to the return is placed at the same time. All stock returns are subject to a 25% restocking fee. Goods must be returned unopened and in resalable condition.

- (b) Stock Rotation Policy: Seller's returned goods program allows a Buyer who is a distributor the flexibility required to carry a complete inventory of Seller's Goods with a minimum risk of inventory obsolescence. Seller will accept items of its manufacture for material credit from the distributor's stock subject to the following conditions:

- (i) What Goods are eligible for Stock Rotation: All Goods in resalable condition in unopened, undamaged original packaging may be returned for stock rotation. All Buyer order errors must be returned as part of the stock rotation unless approved in writing by Seller.

UPS Goods may be returned as a stock rotation within six months of purchase. UPS products over 3KVA must be field repaired; no returns will be accepted. All other standard catalog Goods purchased within one year.

Obsolete, modified, non-stock, or custom Goods are non-cancelable and not allowed for return without 100% penalty fees.

- (ii) Authorization to return Goods must be initiated by the local sales representative or through the RMA online system. (Goods cannot be returned by Buyer until RMA authorization notification and factory issued RMA forms are received.)
- (iii) Annual authorizations will be considered for amounts up to 3% of stock purchases made during the prior 12-month period. Timing of Stock Rotation must be negotiated with the applicable sales representative.
- (iv) All returned Goods must be currently cataloged items, new, in resalable condition, and in original, unopened cartons.
- (v) Goods purchased more than 12 months prior to the RMA request will not be allowed.
- (vi) Goods not allowed on RMA include the following: special Goods not in the catalog, discontinued Goods, other customized Goods, catalog Goods modified to customer specifications, other Goods deemed non-returnable by Seller. Other Goods not allowed on RMA include Goods shipped directly to Buyer's customer, or Goods being returned directly from the customer's stock.
- (vii) Credit for all eligible returned Goods will be issued at the purchased price less cash discount, restocking and refurbishing charge where required. A minimum restocking, handling expense charge of 10% or \$50.00, whichever is higher, will apply to any return regardless of size, plus all shipping expenses incurred by Seller. Credit will be issued within 60 days of receipt unless other arrangements are made with Seller.
- (viii) All returns that are part of a job quotation must have the invoice price or proof of purchase noted. If an invoice for the Goods is not provided, credit will be issued at the lowest price paid for such Goods within a two-year period or negotiated for all others. Credit will be issued in the form of Goods credit only.
- (ix) Credit will be issued only on the quantities actually received by Seller. No unauthorized Goods will be accepted.
- (x) Authorized stock returns must be shipped freight prepaid to the destination stipulated on the RMA and must be accompanied by the issued RMA form.
- (xi) Goods shipped in error by Seller, or which is to be returned because of manufacturing defects, must be processed on a separate RMA and may be returned to the destination stated on the RMA freight collect, lowest-cost way with no restocking charge, and accompanied by the issued RMA form. Requests for RMAs due to shipping error must be submitted within one week of incident.
- (xii) All returns are subject to inspection and final credit approval.
- (xiii) Goods must be returned within 60 days of RMA issuance or the RMA will be void.
- (xiv) Goods returned which do not meet this RMA policy may be returned at Buyer's expense or scrapped with no credit.

**13. DEFECTIVE GOODS CLAIMS:** All in-warranty defective Goods will be processed as a repair and return. Goods credit or replacement may be issued at the sole discretion of Seller. Defective Goods may be returned upon receipt of a RMA number issued from Seller's RMA Coordinator (rmas@sola-hevi-duty.com). All potential defective returns should be first screened through Technical Service to avoid unnecessary returns. Buyer must provide complete technical description of the reported problem.

- (a) Charges: In-warranty Goods will be repaired with no charge for valid warranty claims. Repair costs for out-of-warranty product will be invoiced to Buyer or Buyer's customer. If the returned Good, whether in or out of warranty, is found not be defective ("No-Trouble-Found"), the unit will be returned to Buyer or Buyer's customer, and that party will be invoiced for a \$100 evaluation charge and the

associated return freight costs. Please note some Goods are not eligible for repair. Repair charges and lead times will be available at the time of RMA entry. Damage to Goods incurred in shipping is the responsibility of Buyer through a claim to the carrier. Normal repair charges will apply to Goods damaged in transit to our factory or warehouse.

All Goods will be repaired (note exceptions below). Replacements may be authorized at Seller's sole discretion. UPS Goods over 3 KVA must be field repaired. Repair of these Goods may be arranged by contacting Seller's Technical Service.

- (b) How to Process a Return Request: A completed RMA form must be submitted for review to Seller's Returns Coordinator. The on-line form is located in Members Only at [www.solahd.com](http://www.solahd.com). RMA numbers are issued to authorized Seller distributors only after the receipt of pertinent supporting information and documentation per these policies and procedures. RMA numbers must be clearly marked on the packing slip and Good carton to ensure identification at our factory. Goods must be packed properly so shipping damage and associated charges do not occur. RMA request must include:

- Part Number
- Serial Number of Product
- Purchase Order Number
- Complete Description of Problem
- Distributor Account Number

Contact Information for RMA Coordinator:

Phone (800) 377-4384

Fax (256) 638-9775

E-mail [rmas@solahd.com](mailto:rmas@solahd.com)

- (c) Optional Help Desk Service Program: An optional Help Desk ticket can be used to help expedite a complex or large defective return.

For Goods issues that are not obvious shipping or workmanship issues, application assistance from Seller should be provided in the initial phase of the RMA process. This call, from either a distributor or end-user customer, is recorded in the Technical Service Department as a Help Desk Ticket Number. Seller strongly recommends the installer or end-user contact Seller directly in case of a Goods issue. Once it is determined that the Good is applied correctly and may be defective, Seller will issue the Help Desk Ticket Number to the caller. The caller, if a distributor, will be issued an RMA with the proper instructions. If the caller is an end-user, a Help Desk ticket number will be issued to the end-user to provide to the distributor who sold the unit to facilitate the return. The distributor will contact Seller for an RMA request using Help Desk Ticket Number as a reference.

**EasyHeat Sales Policies and Procedures**  
*(Subject to change without notice)*

EasyHeat, Inc. is a wholly owned subsidiary of Appleton Grp LLC d/b/a Appleton Group.

All sales are subject to "Appleton Grp LLC Standard Terms and Conditions of Sale," included in this document.

1. **Orders:** Minimum order \$250.00 net.  
\$25.00 handling charge will be added to orders less than \$250.00 NET
2. **Payment Terms:** Net 30 days. No anticipatory discounts will be allowed.
3. **Returns:** Prior written factory authorization is required before the return of any non-performing material is allowed. EasyHeat, Inc. does not accept the return of obsolete or slow moving items.
4. **Other:** Any and all claims must be made within 90 days of invoice date. No discounts will be allowed in anticipation of claim resolution.  
The prices herein are for shipment to distributor stock, and are subject to any and all state or local taxes, use or other taxes applicable to the sale of such commodities.

**Promotional Opportunities:** Easy Heat will participate in promotional activities such as pre-season booking programs, shows and distributor promotions. Please contact your EasyHeat representative to plan your season's purchases accordingly.

**Represented by:**

EASYHEAT® products and systems are provided with a limited warranty: See respective owner's manuals/installation instructions or contact EasyHeat for complete terms and conditions. EASYHEAT Inc. written instructions and warranties shall supersede information in this document. For the latest information, go to [www.easyheat.com](http://www.easyheat.com).

**NOTE: FOR TECHNICAL ASSISTANCE, TRADE AND DISTRIBUTOR DISCOUNTING, CONTACT LOCAL REPRESENTATIVE.**

EasyHeat Inc.  
9377 West Higgins Road  
Rosemont, IL 60018  
Tel 800-537-4732  
Fax 800-541-7451  
[www.easyheat.com](http://www.easyheat.com)

Remittances  
EasyHeat Inc.  
P O Box # 93720  
Chicago, IL 60673-3720

**Nelson Heat Trace Sales Policies and Procedures**  
*(Subject to change without notice)*

**ORDERING INFORMATION**

**Pricing**

Expedited Handling: The greater of \$100 or 5% per order. Expedited handling is defined as any shipping requirement less than current lead times.

Special Packing and Marking: Seller reserves the right to charge for special packing, other than standard commercial packing, made at the request of Buyer. On orders requiring special marking, seller reserves the right to assess a service charge.

Cancellation Charges: Orders canceled within 10 working days of the scheduled ship date will be subject to a 10% cancellation charge except for commission sales. Charges for custom equipment and/or purchased material will be quoted on case by case bases. MI cables cut to order are subject to a 100% cancellation charge.

Supplied lengths of field fabricated heating cable orders are provided in random lengths. Total quantity may vary +10%, -0% of quantity ordered for stock, invoice will be for actual footage shipped. Commission orders will be invoiced for PO amount.

When specific lengths of cable are specified / required, add \$0.04/FT to the net price of the cable. Lead times can extend up to 6 weeks, when requested lengths are not available from existing inventory.

**Returns**

All items must be returned using Nelson authorized RMA number assigned by customer service representative. All returns must be made with freight prepaid. Minimum return amount must exceed \$250 to be considered. No credit will be issued for material that is received in damaged condition, field modified/repared without proper authorization, out of warranty or is of obsolete design.

Standard restocking charge for material in original packing form is 20% with the following exceptions:

- Heater cable cut to specific lengths (no piece less than 150 feet) 50% credit
- Custom MI heaters 0% credit

**Nelson Firestop Sales Policies and Procedures**  
*(Subject to change without notice)*

**Minimum Billing**

Freight prepaid and added to invoice on shipments less than \$1,500. FOB warehouse, with freight prepaid and allowed to any recognized freight station in the continental United States on shipments in excess of \$1,500 net. Method and route of shipment will be determined by Nelson Firestop Products.

**Minimum Billing**

\$25.00 net exclusive of transportation charges.

**Returned Stock**

Standard items returned with approval of the factory within 6 months from purchase shall be subject to a combined inspection and restocking charge of 50 percent of original invoice value. Customer will pay all freight charges. Credit will be issued when returned material is inspected by plant personnel to determine if it is in resellable condition. All products requested for return must be packaged in their original container and in resellable condition. Products and materials designed to customer specification shall not be accepted for restocking or credit.

**RMA & Credit Policy**

RMA & Credit issues will expire 18 months from date of corresponding invoice. Requests for credit must be made within this 18 month period.

**Warranties**

Seller warrants equipment and parts manufactured and supplied hereunder to be free from defects in materials and workmanship for a period of one year after shipment. Should defects in materials or workmanship develop within this one year from date of shipment, Seller will, at his discretion, either repair or replace the defective part or parts, free of charge. FOB shipping point, freight allowed: provided the Seller is given the opportunity to confirm the existence of defects. Seller's obligation hereunder, shall be limited to such repair and replacement, and shall be conditioned upon seller's receiving written notice of any alleged defect within ten days after its discovery.