



SALES TERMS & CONDITIONS

Archipelago Lighting | Effective April 1, 2026

1. SCOPE AND ACCEPTANCE

These Sales Terms and Conditions (“Terms”) apply to all sales of products by Archipelago Lighting, Inc. (“ALG”) to any purchaser (“Buyer”). These Terms supersede and take precedence over any conflicting terms in Buyer’s purchase order, acknowledgment, or other document. Buyer’s acceptance is confirmed by placing an order, accepting delivery of goods, or tendering full or partial payment. ALG’s failure to object to any provision in Buyer’s communications shall not constitute a waiver of these Terms.

Any additions to or deviations from these Terms must be proposed to ALG in writing and accepted in writing by an authorized officer of ALG. Buyer is responsible for reviewing these Terms periodically, as ALG may update them from time to time. The version in effect on the date an order is placed shall govern that order.

2. PRICING

2.1 Validity

Quoted prices are valid for thirty (30) days from the date of issuance and are subject to change without notice. In the event of a price increase, all orders on hand will be filled at their original price levels provided that such orders are released for shipment within thirty (30) days of the price change notification.

2.2 Taxes

All prices are exclusive of applicable sales, use, excise, value-added, or other governmental taxes or charges. Buyer is responsible for all such taxes unless Buyer provides ALG with a valid tax exemption certificate prior to order placement.

2.3 Orders Marked Hold

Orders marked “HOLD” or “HOLD FOR RELEASE” will be billed at the prices in effect on the date shipment is requested, not the date the order was originally placed.

3. MINIMUM ORDER

The minimum order amount is \$100.00 net. ALG reserves the right to decline orders below this minimum. If accepted, orders below \$100.00 are subject to a \$25.00 processing and handling fee. Orders below the minimum may be paid by credit card.

4. ORDER CANCELLATION

If Buyer cancels a standard order prior to shipment, Buyer will be charged a cancellation fee of twenty-five percent (25%) of the total order value. No standard order may be cancelled after shipment. Custom orders — including Products manufactured to Buyer’s specifications, non-standard configurations, or Products ordered specifically for Buyer — are non-cancelable and non-

returnable under any circumstances. LaborShield™ extended warranty coverage (SKUs warranty-10Yr-Limited and warranty-10Yr-Labor) is non-cancelable and non-refundable once the associated installation has been registered. Prior to registration, LaborShield coverage may be cancelled subject to the standard 25% cancellation fee.

5. PAYMENT TERMS

5.1 Credit Approval

All requests for open account terms are subject to credit approval. Buyer must complete ALG's Business Credit Application and allow a minimum of ten (10) business days for processing. Purchase on credit is available for orders exceeding \$100.00.

5.2 Standard Terms

Unless otherwise agreed in writing by ALG, payment is due net thirty (30) days from the invoice date. Buyer shall make all payments without setoff, deduction, or counterclaim.

5.3 Past Due Accounts

Any account with a balance exceeding thirty (30) days past due, or with unauthorized payment deductions, may be placed on immediate Credit Hold. All past-due balances are subject to a finance charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. Prior written arrangements must be made with ALG to extend standard payment terms.

5.4 Collection

If legal action is necessary to recover amounts owed to ALG, Buyer shall be liable for all reasonable attorney's fees, interest, court costs, and collection expenses incurred by ALG.

6. FREIGHT AND SHIPPING

6.1 Shipping Locations

All shipments originate from ALG's designated warehouse locations, which currently include Montclair, CA and Riverside, CA. ALG may add or change shipping locations at any time without notice.

6.2 Freight Allowed on Shipment (FAS)

Freight Allowed on Shipment eligibility and thresholds are determined by ALG's sales management on a per-account or per-order basis. Where FAS applies, ALG selects the carrier. Buyer remains responsible for liftgate, inside delivery, job-site delivery, residential delivery surcharges, and all other accessorial charges regardless of FAS status. If Buyer specifies a particular carrier or routing preference, Buyer is responsible for all freight charges.

6.3 FOB Origin

Unless otherwise stated on the order acknowledgment, all shipments are FOB Origin. Title to and risk of loss for merchandise passes from ALG to Buyer upon delivery of goods in good condition to the carrier at the point of origin. Claims for loss, damage, or shortage in transit must be filed by Buyer directly with the carrier. ALG will make reasonable efforts to assist Buyer in resolving carrier claims but assumes no liability for in-transit damage or loss.

6.4 FOB Destination

Where ALG agrees in writing to ship FOB Destination, ALG is responsible for delivering goods to the location specified on the purchase order. Buyer is responsible for all unloading and handling. Damage occurring during unloading is Buyer's responsibility. All damage or shortage claims under

FOB Destination must be reported to ALG in writing within five (5) business days of receipt of shipment, with photographic documentation. Claims reported after five (5) business days will not be honored.

6.5 Inspection Upon Receipt

Buyer shall inspect all goods immediately upon receipt. Buyer must note any visible damage, shortage, or discrepancy on the carrier's delivery receipt at the time of delivery. Failure to document damage on the delivery receipt may impair Buyer's ability to recover from the carrier and does not create any obligation on the part of ALG.

7. BACK ORDERS AND PARTIAL SHIPMENTS

ALG's standard policy is Ship Complete — orders are held until all items are available for shipment in a single delivery.

- **Freight Allowed Orders:** If a Ship Complete fulfillment would risk losing the order, ALG may, at its discretion, ship available items and prepay freight on the balance shipment when inventory becomes available.
- **Customer-Paid Shipping:** If Buyer elects to pay freight, partial shipments may be made only with Buyer's written authorization. Each partial shipment will be invoiced separately, and Buyer is responsible for all shipping costs.

ALG is not liable for delays in fulfilling back orders caused by supplier lead times, manufacturing schedules, or events of force majeure.

8. DELIVERY DATES

Any estimated or confirmed delivery dates provided by ALG are good-faith predictions and do not constitute a guarantee. ALG will make reasonable efforts to meet delivery commitments but shall not be liable in damages, nor shall Buyer be relieved of its payment obligations, because of failure to meet an estimated delivery date. Lead times quoted at the time of order are subject to change based on inventory availability and production schedules.

9. RETURN OF GOODS

9.1 RMA Required

No Product may be returned without prior written authorization from ALG in the form of a Return Material Authorization (RMA) number. RMA requests must be submitted to warranty@archipelagolighting.com or by calling (866) 912-3220. Products returned without a valid RMA number will not be accepted and may be refused or discarded at Buyer's expense.

9.2 Warranty Returns

Warranty returns are governed by ALG's Limited Product Warranty, which is incorporated into these Terms by reference. Upon approval of a warranty RMA, ALG will ship a replacement Product within five (5) business days if in stock, and will invoice Buyer at the original purchase price, due Net-30. The invoice is credited in full upon receipt of the defective Product within thirty (30) days. If the defective Product is not returned within thirty (30) days, the invoice becomes immediately due and payable. One (1) warranty replacement is provided per unit per Warranty Period. If the original Product has been discontinued, ALG will provide a functionally equivalent current-generation Product at its sole discretion.

9.3 Non-Warranty Returns (Catalog Items)

For non-defective returns of standard catalog items:

- Product must be in original, unopened packaging and in new, resalable condition.
- A restocking fee of twenty-five percent (25%) will be deducted from the credit amount.
- If the returned Product is not in resalable condition (opened, used, damaged, or missing components), no credit will be issued and the original invoice remains payable in full.
- All returns must be shipped freight prepaid by Buyer to the location specified on the RMA.
- Returns must be made within ninety (90) days of the original invoice date. Returns requested after ninety (90) days will not be accepted.

9.4 Shipping Errors

If a return is caused by an ALG shipping error (wrong product, wrong quantity, or damaged in ALG's warehouse), full credit will be issued and ALG will arrange return freight at ALG's expense. Buyer must report shipping errors within five (5) business days of receipt with photographic documentation.

9.5 Custom Orders

Custom orders, including Products manufactured to Buyer's specifications, non-standard configurations, special-order items, and discontinued Products ordered at Buyer's request, are non-returnable under any circumstances.

10. CREDITS

Credits issued by ALG for any reason — including returns, warranty claims, pricing adjustments, or goodwill — must be applied against future purchases within one (1) year of the credit issue date. Credits not used within one (1) year are forfeited without notice. Credit memos are not redeemable for cash. Inquiries or disputes reported more than one (1) year after the date of occurrence are outside ALG's review period and will not be eligible for investigation or credit.

11. MINIMUM ADVERTISED PRICING AND INTERNET ADVERTISING

11.1 IMAP Policy

ALG's Internet Minimum Advertised Pricing ("IMAP") policy requires that all ALG Products be advertised at or above the Minimum Advertised Price established by ALG and communicated to Buyer via the Distributor Price List. Each Buyer remains free to set its own resale price; however, Buyer may not advertise or promote ALG Products at a net price below the IMAP in any medium, including but not limited to: websites, email, social media, online marketplaces, mobile applications, or any other electronic channel.

11.2 Internet Sales

Buyer may advertise and sell ALG Products through Buyer's own proprietary e-commerce website. Unless Buyer is a participant in ALG's Authorized Internet Reseller Program, Buyer may not advertise, list, or sell ALG Products on third-party marketplaces including but not limited to Amazon, eBay, Walmart.com, Home Depot, or any similar platform.

11.3 Compliance and Enforcement

Where a coupon, rebate, discount, or free-shipping offer applicable to ALG Products reduces the effective advertised price below the IMAP, such promotion constitutes a violation. "Call for price," crossed-out pricing, or any indication that the actual price is lower than the advertised IMAP price is also a violation. Violations are grounds for: (a) suspension of Buyer's right to advertise ALG Products for a period determined by ALG; (b) revocation of Buyer's Authorized Distributor or Authorized Internet Reseller status; and (c) any other remedies available to ALG under applicable law, including injunctive relief.

12. AUTHORIZED DISTRIBUTORS

ALG Products are sold only to Buyers authorized by ALG to resell ALG Products on a non-exclusive basis (“Authorized Distributors”). ALG may grant, modify, or terminate Authorized Distributor status in its sole discretion at any time. Unauthorized resellers will be referred to the nearest Authorized Distributor. Buyer shall not sell ALG Products to any person or entity that Buyer knows or has reason to believe intends to resell ALG Products in violation of these Terms or ALG’s IMAP Policy.

13. PRODUCT WARRANTY

ALG’s Limited Product Warranty is incorporated into these Terms by reference and applies to all Products purchased from ALG unless otherwise agreed in writing by an authorized officer of ALG. The Limited Product Warranty, including the optional LaborShield™ extended warranty programs (warranty-10Yr-Limited and warranty-10Yr-Labor), states ALG’s entire and exclusive liability, and Buyer’s sole and exclusive remedy, in connection with Product defects. LaborShield coverage must be purchased concurrently with the Product on the same purchase order and cannot be added after the original order. A current copy of the Limited Product Warranty is available at www.archipelagolighting.com/warranty.

14. LIMITATION OF LIABILITY

ALG WILL NOT BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THESE TERMS, ANY PRODUCTS, OR ALG’S ACTS OR OMISSIONS, FOR: (I) ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF ANTICIPATED VALUE OF A BUSINESS OR ITS REPUTATION; OR (II) ANY DAMAGE OR LOSS IN EXCESS OF THE PRICE ACTUALLY PAID BY BUYER FOR THE PRODUCTS THAT CAUSED THE DAMAGES. ANY ACTION BY BUYER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

15. INTELLECTUAL PROPERTY

Buyer acknowledges that all ALG trademarks, trade names, logos, copyrights, patents, and other intellectual property (“ALG IP”) are owned exclusively by ALG. Buyer shall not adopt, register, or attempt to register any trademark, trade name, domain name, or other designation that is identical or confusingly similar to any ALG IP. Subject to compliance with these Terms and the IMAP Policy, Buyer may: (a) accurately identify ALG Products as offered for sale, provided that all use of ALG IP inures to ALG’s benefit; and (b) use ALG-provided product photographs and descriptions solely to promote sales of ALG Products. Any other use of ALG IP requires ALG’s prior written consent. Buyer and ALG are independent contractors. Buyer shall not represent itself as an agent of ALG.

16. ENVIRONMENTAL ATTRIBUTES

Buyer acknowledges that ALG retains all rights and interests in Environmental Attributes associated with Products, including but not limited to carbon trading credits, energy efficiency resources, emissions reduction credits, and incentives from governmental or non-governmental organizations. Buyer shall not enroll ALG Products in any program that transfers Environmental Attributes to another party, except utility or ratepayer-funded rebate programs.

17. BUY AMERICAN ACT AND TRADE AGREEMENTS ACT

Except as expressly stated on an ALG Product data sheet or in a document signed by an authorized officer of ALG, ALG makes no representations of compliance with the Buy American Act, Trade Agreements Act, or similar country-of-origin statutes. Buyer is responsible for verifying compliance for specific procurement requirements.

18. REGULATORY COMPLIANCE AND LOCAL RESTRICTIONS

ALG Products are designed and manufactured to meet applicable UL, DLC, ENERGY STAR, FCC, and other regulatory standards as specified on each Product data sheet. Certain jurisdictions may impose restrictions on which Products may be stored, sold, or used within their territories. Buyer is solely responsible for ensuring compliance with all applicable local, state, and federal regulations. ALG will make reasonable commercial efforts to inform Buyer of known restrictions prior to shipment, but Buyer indemnifies ALG against any penalties, fees, or liabilities arising from non-compliance with local regulations.

19. FORCE MAJEURE

ALG shall not be liable or deemed in default for any failure or delay in performance caused by events beyond ALG's reasonable control, including but not limited to: acts of God; fire, flood, earthquake, or explosion; war, terrorism, riot, or civil unrest; public health emergencies or pandemics; statutes, regulations, embargoes, or sanctions; supply chain disruptions; strikes, labor stoppages, or industrial disturbances; and shortage of materials, power, or transportation facilities.

20. LIGHTING DESIGN DISCLAIMER

Lighting layouts, photometric reports, energy analyses, and application recommendations provided by ALG are advisory and for informational purposes only. ALG does not warrant compliance with regulatory code requirements unless expressly stated. Field conditions must be verified by the specifying professional. ALG shall not be liable for losses resulting from reliance on lighting design materials.

21. INDEMNIFICATION

Buyer shall indemnify, defend, and hold harmless ALG and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to: (a) Buyer's breach of these Terms; (b) Buyer's negligence or willful misconduct; (c) Buyer's sale or distribution of ALG Products in violation of applicable laws or regulations; or (d) any claim by a third party related to Buyer's use, handling, storage, installation, or resale of ALG Products.

22. GENERAL PROVISIONS

22.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Buyer consents to the exclusive personal jurisdiction and venue of the state and federal courts in San Bernardino County, California.

22.2 Entire Agreement

These Terms, together with ALG’s Limited Product Warranty, IMAP Policy, and any applicable Special Return Program agreement, constitute the entire agreement between ALG and Buyer with respect to the sale of Products and supersede all prior agreements, representations, and understandings.

22.3 Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

22.4 No Waiver

ALG’s failure to enforce any provision of these Terms shall not constitute a waiver of that provision or ALG’s right to enforce it in the future.

22.5 Assignment

Buyer may not assign its rights or obligations under these Terms without ALG’s prior written consent. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

22.6 Amendments

ALG reserves the right to modify these Terms at any time. The version of these Terms in effect on the date an order is placed shall govern that order. Current Terms are published at www.archipelagolighting.com.

Acknowledgment and Acceptance

By placing an order with Archipelago Lighting, Inc., Buyer acknowledges that it has read, understands, and agrees to be bound by these Sales Terms & Conditions.

Buyer Signature: _____	Title: _____
Print Name: _____	Date: _____