



A WE LIGHT AND CO, LLC

TERMS & CONDITIONS

Effective August 2, 2025

1. Scope & Acceptance

These Terms & Conditions ("Agreement") govern all sales of products and services by A WE LIGHT AND CO, LLC ("A WE Lighting," "we," "us," or "our") to any customer, buyer, or representative ("Buyer"). By placing an order, requesting a quote, or accepting delivery of goods, Buyer agrees to these Terms. Any different or additional terms proposed by Buyer are rejected unless expressly accepted in writing by an officer of A WE Lighting.

2. Orders, Pricing & Payment

- Orders are binding only upon written confirmation by A WE Lighting.
- All orders must be paid in full prior to shipment, unless written credit terms are granted.
- Prices are subject to change without notice due to fluctuations in labor, material, and supply chain costs.
- Taxes, duties, and shipping costs are the responsibility of Buyer unless otherwise specified.
- We reserve the right to require deposits for custom production or large-volume orders.

3. Title & Risk of Loss

- Title and ownership of goods remain with A WE Lighting until payment is received in full.
- A WE Lighting may file a UCC-1 Financing Statement to protect its ownership interest.
- Risk of loss passes to Buyer upon delivery to carrier.
- Buyer agrees not to resell or transfer goods until full payment has been made.
- All deliveries are handled exclusively through A WE Lighting's authorized carriers.
- Buyer is not permitted to arrange their own pickup of goods from our facilities, warehouses, or partner locations.
- This policy ensures consistent handling, reduces risk of damage, and allows A WE Lighting to maintain quality control during transit.

4. Inspection & Acceptance

Buyer must inspect all goods upon receipt. Claims for shortages, damages, or defects must be made in writing within ****eight (8) business days**** of delivery. Failure to provide such notice constitutes irrevocable acceptance of goods as delivered, free of defects, and in accordance with the order.

5. Cancellations & Changes

- Orders may not be canceled or changed without A WE Lighting's written approval.
- Any approved cancellation may be subject to cancellation fees.
- Custom-designed or specially manufactured products are non-cancellable and non-returnable.



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6. Returns

- Returns require prior written authorization (RMA).
- Unauthorized returns will not be accepted.
- Returned goods must be unused, in original packaging, and shipped prepaid by Buyer.
- Restocking fees may apply.
- Custom or special products are non-returnable.

7. Warranty

- A WE Lighting warrants its products against defects in materials and workmanship for the period stated in the product documentation.
- Warranty does not cover damage due to improper installation, misuse, neglect, alteration, accident, power surges, or failure to comply with applicable codes (including NEC, UL, CSA).
- Remedies are strictly limited to repair or replacement at A WE Lighting's discretion.
- Warranty excludes labor, removal, reinstallation, freight, and incidental costs.
- No agent, distributor, or contractor is authorized to extend or modify this warranty.

8. Limitation of Liability

A WE Lighting's liability is limited to the purchase price of the goods giving rise to the claim. We are not liable for incidental, indirect, or consequential damages, including but not limited to lost profits, project delays, or labor costs.

9. Intellectual Property

All product designs, specifications, and related intellectual property remain the sole property of A WE Lighting. Reproduction, reverse-engineering, or unauthorized use without written consent is prohibited.

10. Confidentiality

Any non-public information provided by A WE Lighting, including but not limited to pricing, technical data, or designs, shall be treated as confidential by Buyer and not disclosed to third parties without written consent.

11. Representatives & Agents

- Sales representatives act as independent contractors and have no authority to bind A WE Lighting.
- Commissions are earned only on orders accepted and fully paid by Buyer.
- Circumvention of A WE Lighting's authorized sales channels by Buyer or representatives voids warranties and commissions.



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12. Force Majeure

A WE Lighting is not liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, strikes, shortages, shipping delays, or government actions.

13. Governing Law & Dispute Resolution

- These Terms shall be governed by the laws of the State of Wyoming, USA.
- For Canadian customers, applicable federal and provincial laws may also apply.
- Disputes shall be resolved first by mediation, then by arbitration, or in courts located in Wyoming, unless otherwise required by law.

14. Entire Agreement & Amendments

These Terms, together with confirmed purchase orders, constitute the entire agreement between Buyer and A WE Lighting. They supersede all prior negotiations and agreements. No modification is valid unless in writing and signed by an officer of A WE Lighting.