

General Sales Terms and Conditions

A clear commercial framework for quotations, orders, delivery, returns, warranty service, and ongoing support in North America.

LOCAL INVENTORY FIRST

Orders are fulfilled from Nerthus inventory in Calgary, Alberta, when available.

ONE ACCOUNTABLE PARTNER

Nerthus remains the seller and customer-service contact, regardless of the approved fulfillment location.

Commercial framework at a glance

Important. These General Sales Terms and Conditions (the “Terms”) form part of each accepted quotation, order confirmation, invoice, or other sale document issued by Nerthus Lighting. Read them together with the applicable product documentation and Limited Warranty.

SALES RELATIONSHIP

Nerthus Lighting is the seller and the point of contact for order administration, technical coordination, and warranty service.

FULFILLMENT

Calgary inventory is used when available. Alternate approved fulfillment may be used when needed, with origin and commercial terms identified for the order.

TECHNICAL CONTROL

The delivered product label and approved project submittal control product-specific electrical and installation requirements.

WARRANTY

Eligible products are covered under the applicable Nerthus Limited Warranty. Fulfillment origin does not change the customer’s warranty contact.

Contents

1	Application and parties	12	Installation and commissioning
2	Quotations and order acceptance	13	Limited warranty
3	Product information and project responsibility	14	Claims and remedies
4	Prices, taxes, and fees	15	Limitation of liability
5	Payment and credit	16	Force majeure
6	Inventory and fulfillment origin	17	Resale and third-party representations
7	Lead times and partial shipments	18	Intellectual property
8	Delivery, title, risk, and imports	19	Compliance and export controls
9	Inspection, shortages, and transit damage	20	Governing law and disputes
10	Returns	21	General provisions
11	Changes and cancellations	22	Contact and notices

A signed written agreement may modify these Terms for a specific account or project. Mandatory consumer-protection rights are not excluded.

1 Application and parties

These Terms govern the sale of products and related services by Nerthus Lighting (“Nerthus,” “we,” “us,” or “Seller”) to the purchaser identified in the applicable quotation, order confirmation, invoice, or other transaction document (“Buyer”). They apply unless Nerthus and Buyer sign a written agreement that expressly states otherwise.

Any additional or different terms in a purchase order, portal, acknowledgement, or other Buyer document are rejected and do not bind Nerthus unless expressly accepted in a writing signed by an authorized Nerthus representative. Accepting delivery or paying an invoice constitutes acceptance of these Terms to the extent permitted by law.

2 Quotations and order acceptance

A quotation is valid for the period stated in it and is subject to product availability, credit approval, and correction of clerical or pricing errors. An order becomes binding only when Nerthus issues an order confirmation, begins performance, or ships the products, whichever occurs first.

Nerthus may decline or condition an order before acceptance. A forecast, budget estimate, sample request, or verbal discussion is not an accepted order. Buyer is responsible for checking the order confirmation and promptly reporting any discrepancy.

3 Product information and project responsibility

Catalogues, websites, renderings, samples, photometric files, drawings, and technical literature are intended to assist product selection. Reasonable variations in colour, texture, output, dimensions, and component appearance may occur within manufacturing tolerances or as products are improved.

The delivered product label and any Nerthus-approved project submittal take priority over general literature for product-specific voltage, wattage, wiring, dimensions, cut-outs, controls, mounting, and environmental ratings. If documents conflict, Buyer must not energize or install the product until Nerthus provides clarification.

Unless Nerthus has expressly accepted design responsibility in writing, Buyer is responsible for product selection, quantities, system compatibility, site conditions, code compliance, and final approval by the project's qualified professionals and authorities having jurisdiction.

4 Prices, taxes, and fees

Prices and currency are as stated in the quotation or order confirmation. Unless expressly included, prices exclude sales, use, value-added, excise, customs, brokerage, environmental, and similar taxes or charges. Buyer must pay applicable amounts, except taxes imposed on Nerthus's net income.

Before order acceptance, Nerthus may revise pricing to reflect approved changes in quantity, specification, delivery requirements, tariffs, or other documented cost drivers. After acceptance, pricing changes require Buyer's agreement unless they result from a Buyer-requested change.

5 Payment and credit

Payment terms, deposits, milestones, and accepted payment methods are stated in the applicable quotation, order confirmation, or invoice. Buyer must pay undisputed amounts when due without set-off or deduction. If Buyer disputes an invoice, it must notify Nerthus promptly and pay the undisputed portion.

Nerthus may establish, revise, or withdraw credit terms based on reasonable credit considerations. If payment is overdue or Nerthus reasonably believes Buyer may not perform its payment obligations, Nerthus may suspend production, shipment, or further credit after notice, without waiving other remedies. Buyer is responsible for reasonable collection costs to the extent permitted by law.

6 Inventory and fulfillment origin

Nerthus maintains inventory in Calgary, Alberta, and will fulfill from Calgary when the ordered products and quantities are available. If Calgary inventory is unavailable or insufficient, Nerthus may fulfill all or part of an order from another approved production or logistics facility.

For alternate fulfillment, the applicable shipping origin, expected lead time, freight basis, and import arrangement will be stated or confirmed in the quotation, order confirmation, or shipping notice. Nerthus remains the Seller and the Buyer's contact for order support and warranty administration, regardless of the approved fulfillment location.

Nerthus may use independent contract manufacturers, component suppliers, carriers, and logistics providers. Unless expressly identified as the seller in a transaction document, no such third party is a party to the sale, an agent of Buyer, or authorized to modify Nerthus's obligations.

7 Lead times and partial shipments

Lead times and delivery dates are good-faith estimates unless Nerthus expressly agrees in writing that a date is guaranteed. Estimates may begin only after Nerthus receives all required approvals, information, deposits, and credit clearance.

Nerthus may make reasonable partial shipments unless Buyer and Nerthus agree otherwise in writing. Each shipment may be invoiced separately. Nerthus will communicate material schedule changes known to it and will use commercially reasonable efforts to minimize disruption.

8 Delivery, title, risk, and imports

Delivery method, destination, freight charges, and any agreed Incoterm are stated in the transaction documents. If an Incoterm is specified, it is interpreted under Incoterms® 2020 and controls inconsistent delivery language in these Terms. If no Incoterm or risk-transfer point is stated, risk of loss passes when the carrier delivers the products to the ship-to destination. Title passes only after Nerthus receives full payment.

For a direct international shipment, the transaction documents will identify whether duties, brokerage, import taxes, and customs clearance are included and who will act as importer of record. Buyer must provide accurate delivery and import information and cooperate with reasonable customs requirements.

9 Inspection, shortages, and transit damage

Buyer must inspect shipments promptly. Visible damage or package count discrepancies should be noted on the carrier's delivery record before acceptance. Buyer must notify Nerthus in writing of shortages, incorrect items, or visible transit damage within five business days after delivery, and of concealed transit damage within five business days after discovery.

The notice should include the order or invoice number, affected model and quantity, photographs of the products and packaging, and any carrier documentation. Failure to provide timely notice may limit recovery against the carrier, but does not reduce rights that cannot lawfully be waived or a valid claim under the applicable Limited Warranty.

10 Returns

No product may be returned without a written return material authorization ("RMA") from Nerthus. Unless the applicable transaction documents state otherwise, requests to return unused standard products in original, resalable condition must be made within 30 calendar days after delivery.

Approved returns may be subject to inspection, return freight, and a reasonable restocking charge disclosed when the RMA is issued. Custom, modified, configured, special-order, installed, used, or damaged products are not returnable unless Nerthus supplied the wrong product or the return is authorized as a warranty remedy. Buyer must package authorized returns to prevent transit damage.

11 Changes and cancellations

Buyer-requested changes or cancellations are effective only when accepted by Nerthus in writing. Nerthus may adjust price, schedule, freight, or other affected terms. Buyer is responsible for reasonable, documented costs already incurred, including non-cancellable materials, completed work, and third-party charges.

12 Installation and commissioning

Products must be stored, handled, installed, connected, tested, and maintained by qualified personnel in accordance with the delivered product label, approved project submittal, Nerthus instructions, and all applicable electrical, building, safety, and local licensing requirements.

Buyer must verify voltage, power-source type, controls, polarity, environmental rating, drainage, cable and connector suitability, and system compatibility before installation or energization. Products must not be opened, altered, repaired, or used outside their stated ratings unless Nerthus authorizes it in writing.

Unless Nerthus expressly agrees otherwise in writing, installation, removal, reinstallation, access equipment, troubleshooting, site labour, and contractor charges are not included in the product price or warranty remedy.

13 Limited warranty

Eligible Nerthus-branded products are covered by the Nerthus Limited Warranty applicable to the product and region at the time of sale. The Limited Warranty is incorporated into these Terms by reference and is available at:

Nerthus Lighting - Limited Warranty (North America)

www.nerthuslighting.com/wp-content/uploads/2026/09/nerthus-limited-warranty.pdf

The Limited Warranty controls warranty duration, coverage, exclusions, claim requirements, and remedies. A project-specific written warranty issued by Nerthus controls over the general Limited Warranty for that project. No distributor, installer, contractor, or other third party may enlarge or modify a Nerthus warranty without Nerthus's written authorization.

14 Claims and remedies

A claim must be submitted to Nerthus with proof of purchase and the information reasonably needed to evaluate it, which may include model and serial information, installation details, photographs, operating conditions, and return of the affected product after an RMA is issued. Buyer must not return products without authorization.

For a valid claim, Nerthus will provide the remedy stated in the applicable Limited Warranty or project agreement. The remedy may include repair, replacement, a comparable substitute, or refund/credit where stated or required by law. Fulfillment origin does not change the claim channel: claims are administered by Nerthus.

15 Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF USE, OR BUSINESS INTERRUPTION, ARISING FROM A SALE OR PRODUCT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NERTHUS'S AGGREGATE LIABILITY ARISING FROM A PRODUCT OR ORDER WILL NOT EXCEED THE AMOUNT PAID TO NERTHUS FOR THE SPECIFIC PRODUCT OR ORDER GIVING RISE TO THE CLAIM. THIS LIMIT DOES NOT APPLY WHERE PROHIBITED BY LAW, OR TO LIABILITY THAT CANNOT LAWFULLY BE LIMITED.

Nothing in these Terms excludes or limits mandatory rights or remedies available to a consumer under applicable law. Any disclaimer, exclusion, or limitation applies only to the extent legally permitted.

16 Force majeure

Nerthus is not liable for delay or failure caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, epidemic, labour disruption, war, civil unrest, government action, transportation interruption, port congestion, utility or communications failure, material shortage, or supplier disruption. Nerthus will notify Buyer of a material delay when reasonably practicable and may allocate available supply fairly among customers.

17 Resale and third-party representations

A distributor, dealer, representative, installer, contractor, or reseller acts independently and may not make commitments, warranties, performance claims, or project guarantees on behalf of Nerthus unless authorized in writing. Buyer must not remove product identification or represent non-Nerthus products as Nerthus products.

18 Intellectual property

Nerthus and its licensors retain all rights in trademarks, product names, designs, drawings, photographs, catalogues, software, specifications, and other intellectual property. Purchase of a product does not transfer intellectual-property rights. Approved resellers may use current Nerthus marketing materials solely to promote genuine Nerthus products and must follow any brand guidelines provided by Nerthus.

19 Compliance and export controls

Each party must comply with laws applicable to its performance, including anti-bribery, sanctions, export-control, import, and trade-compliance laws. Buyer must not export, re-export, transfer, or use products contrary to applicable restrictions and must provide accurate end-use, destination, and customs information when reasonably requested.

20 Governing law and disputes

These Terms and each sale are governed by the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

The parties will first attempt in good faith to resolve a dispute through business discussions. If a dispute is not resolved, the parties submit to the exclusive jurisdiction of the courts located in Calgary, Alberta, except that Nerthus may seek injunctive relief or enforce payment in any court of competent jurisdiction. Mandatory consumer jurisdiction rights remain unaffected.

21 General provisions

The transaction documents and these Terms form the entire agreement concerning the sale and replace prior discussions on the same subject. The order of precedence is: (1) a signed project or account agreement; (2) the order confirmation; (3) the quotation; (4) the applicable Limited Warranty for warranty matters; and (5) these Terms. Product labels and approved submittals control technical product requirements.

A waiver must be in writing and applies only to the specific instance. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder stays effective. Buyer may not assign an order without Nerthus’s written consent; Nerthus may assign it to an affiliate or successor in connection with a reorganization or sale of the relevant business. Electronic signatures and counterparts are effective.

22 Contact and notices

Order, return, and warranty notices should identify the Buyer, project, and relevant quotation, order, or invoice number and be sent to the Nerthus contact shown in the transaction documents or to:

Nerthus Lighting	Contact
Customer and Commercial Support	info@nerthuslighting.com
Calgary, Alberta, Canada	www.nerthuslighting.com

Nerthus may update these Terms for future orders by publishing or issuing a revised version. The version incorporated into an accepted order remains applicable to that order unless the parties agree otherwise in writing.