



wedi® Terms & Conditions of Business (Version as of: 03/2021)

The following Terms & Conditions of Business shall act as precedent over all prior provisions of sale and henceforth become the primary resolution to all claims of wedi product and disputes between wedi and their clientele.

Terms & Conditions

These Terms & Conditions ("Terms") govern the sale of Products from wedi Corporation (also referenced as wedi in these Terms) to Customer. "Products" means the products identified on the proforma invoice, order confirmation, or invoice, whichever is issued later by wedi Corporation to Customer and or Customer, and "Customer" means the entity identified on such documents. These Terms, the terms contained on any proforma invoice, invoice, and/or order acknowledgement, and the terms of the Credit Application and Agreement between wedi Corporation and Customer, if any, represent the final and complete agreement of wedi Corporation and Customer as to the sale and purchase of Products (the "Agreement"). Any and all additional or different terms than those contained in the Agreement are rejected unless expressly accepted in writing by an authorized representative of wedi Corporation.

I. Pricing

1. Prices noted on the wedi Price List exclude shipping, taxes and installation costs.
2. All prices are subject to change without notification.
3. All discrepancies between submitted purchase orders and wedi pricing and/or minimum quantity requirements will require re-submittal of an updated purchase order and/or could result in the delay of product receipt.

II. Order Specifics and Minimum Order Requirements

1. Minimum distributor order value is \$400.00 net. All orders submitted under \$400.00 net are subject to a 10% small handling fee.
2. A 10% handling fee applies to all drop/direct shipments under \$5,000.00 net. The small handling fee does not apply.
3. See the wedi Pricelist for detail regarding standard packing quantities/minimum quantities
4. A deposit up to 100% of the net sale price may be required for custom and non-stock items.

III. Order Submittal and Processing Guidelines

1. All orders shall be faxed to 1-847-357-9819, or sent via electronic mail to order@wediacorp.com. We request all orders to be submitted in written form.
2. Acceptance of any order from the Customer is subject to approval and acceptance by wedi Corporation. wedi Corp. reserves the right to accept or reject any order without liability to wedi , including without limitation if Customer's credit becomes unsatisfactory to wedi, and/or to immediately change the terms of any credit extended to Customer.
3. It is the duty of the Customer to submit purchase orders that contain the correct pricing and quantities that meet wedi's minimum order requirements. Non-compliant purchase orders shall be sent back to the Customer for re-submittal and may result in a delay of product receipt.

4. All Customers are entitled to a sales order confirmation prior to shipment. If a Customer does not receive a sales order confirmation within 24 hours, they should contact wedi immediately to confirm purchase order receipt.

5. Orders received after 1 PM. EST. for Eastern and Central Regions and 1 PM. PST for the Western and Mountain Regions shall be processed for shipment the following day.

6. Estimated order processing times are 1-2 business days for LTL/parcel orders and 3-5 days for volume orders from final order confirmation. The submission of additional orders or revisions after the initial order confirmation may result in a delay of order processing affecting the order ship date. Items added after the initial order is staged may be staged separately.

IV. Cancellations

1. Orders are not subject to cancellation or deferment of shipment unless wedi is indemnified against the loss resulting therefrom. Product orders, including pending unshipped items on order, once accepted by wedi cannot be cancelled without wedi's prior written consent, which may be granted or withheld in wedi's sole and absolute discretion.

2. In the case of cancellation of custom product or special orders or non-stock product, Customer's cancellation may be conditioned upon Customer's payment in full of the sale price of product.

V. Shipping and Delivery

1. All orders are shipped "Free On Board" (F.O.B.) from wedi warehouse.

2. Parcel shipments shall be sent via FedEx, UPS, or alternate carrier selected by wedi.

3. wedi is not liable for delays in delivery, failure of its carrier partners to deliver on time, or other circumstances beyond wedi's reasonable control. Factory shipment dates are the best estimates, and in no case shall wedi be liable for any consequential or special damages arising from any delay in shipment or delivery.

4. Expedited delivery shall come at the cost of the Customer, and must be requested on purchase order.

5. Items out of stock at the time of purchase order placement can either be cancelled by the Customer or back ordered held to ship with the next stock purchase order based on availability.

Force Majeure. Delay in delivery or non-delivery by wedi shall not be a breach or default by wedi if performance is delayed or made impracticable by the occurrence of any one or more of the following: (a) fires, floods, or other casualties, (b) wars, riots, embargoes, governmental regulations or martial law, (c) inability to obtain necessary materials from usual sources of supply, (d) shortage of transportation or delays in transit, (e) strikes or other labor troubles, and (f) other conditions not reasonably within wedi's control, whether or not of a kind mentioned herein.

VI. Product Inspection- Non Conformity and Quality Claims

1. The Customer shall receive the highest quality product from wedi.

2. All packages from wedi warehouses shall be packaged, verified and photographed prior to shipment.

3. All products should be counted and inspected by the Customer thoroughly at the time of delivery receipt. If no claim is made by the Customer at the time of receipt of the products, then the right to make such claim or the right to reject any or all products shall be waived by the Customer.

4. Industry tolerances of acceptable damage/inconsistencies for foam made areas of product up to 1/8" are general standard and will not constitute a basis for filing a product claim as long as the structural integrity and waterproofing ability of the product is not compromised,

5. All discrepancies between the Customer's purchase order, wedi sales order confirmation, and the received product must be submitted in writing to wedi Customer Service within 48 hours of receipt of shipment or the shipment is to be considered accepted by the Customer as received in good order. Failure to make inspection and deliver written notice of such defective or non-conformity within such 48 hour period shall constitute irrevocable acceptance of the delivered product and a waiver of any defect or non-conformity that was or should have been detected.

6. As Customer's sole remedy for any defective or non-conforming products in which the Customer provided prior written notice to wedi Corporation (Customer Service) within 48 hours of receipt, wedi at wedi's election may a) replace the defective or non-conforming products or b) credit the net sale amount of the defective or non-conforming products.

7. Unauthorized debits cannot be accepted by wedi Corporation

VII. Freight Claims

Industry tolerances of acceptable damage for wedi made areas of product up to 1/8" (e.g. Fundo bases) up to 3/8" on Building Panel sides and will not constitute a basis for filing a freight damage claim as long as the structural integrity and waterproofing ability of the product is not compromised. Please consult with your wedi TSSM and wedi QA issued documentation for your shipping & receiving team's use.

Customer arranged freight and Collect Shipments

1. Customers must inspect all shipments while the delivery driver is still present to insure all items were received in good order, and verify quantities received.

2. Any visible damaged or shortage must be noted on the bill of lading/delivery receipt before signing off on the delivery.

3. Customer must file the claim directly with their preferred carrier to recoup the cost of damaged items. No credit will be given by the wedi Corporation.

4. Material delivery should be accepted and retained at the Customer delivery location, refused shipments will not be accepted by wedi Corporation.

5. A new Purchase Order must be placed for any replacement items needed. Items will be shipped and invoiced at full cost.

wedi Arranged Freight (Prepaid/Prepaid and Add)

1. Customers must inspect all shipments while the delivery driver is still present to insure all items were received in good order, and verify quantities received.

2. Any visible damaged or shortage must be noted on the bill of lading/delivery receipt before signing off on the delivery. If concealed damaged is suspected or damage on packaging is obvious, please also note on the bill of lading before releasing the driver. Any claim for damage, short shipment or mis-delivery of the products must be specified in writing on the delivery receipt and brought to the attention to wedi Corporation within 48 hours of delivery. If no claim is made by the Customer at the time of receipt of the products, then the right to make such claim or the right to reject any or all products shall be waived by the Customer.

3. Material delivery should be accepted and retained at the Customer delivery location, refused shipments will not be accepted by wedi Corporation.

4. Customer must notify wedi Customer Service of any damages or shortages within 48 hours of receipt of the shipment. The following documentation must be submitted to wedi in order initiate the claim process:

- a) Signed bill of Lading/Delivery Receipt or Carrier Exception Reference Number, with notation of damage and/or shortage
- b) Photos of damaged items, detailing all items claimed and extent of damage
- c) Itemized list of the items and related quantities damaged

5. Once all documentation is received, the claim will be confirmed and the Customer will be given a claim reference number. Failure to submit all required documentation will delay acceptance/submission of the claim and may affect claim settlement. wedi will file the claim directly with the carrier. The documentation will be reviewed and the Customer will be advised of the disposition of credit within six(6) business days based on the following criteria:

a) If damage/shortage was noted on the BOL/delivery receipt at time of delivery and all documentation was received in good order, wedi will give full credit for items damaged or replacement items will be shipped free of charge. Credit/replacement is contingent on the Customer's ability to retain the material on site for inspection and/or wedi salvage purposes up to six (6) business days from confirmed claim file date.

b) If damage/shortage was not noted on the BOL/delivery receipt at time of delivery and/or documentation was received incomplete from the Customer then the right to make such claim or the right to reject any or all products shall be waived by the Customer. At its option, wedi will attempt to file a freight claim as a courtesy service to the Customer. If a claim is filed with the carrier, wedi will hold to issue credit contingent on the freight line's final disposition and payment of claim, which may take up to 120 days per freight line guidelines. The Customer must hold the damaged material for up to six (6) business days from filing the concealed damage claim with wedi to allow carrier inspection. A purchase order must be placed for the replacement items needed.

6. All items claimed for as damaged with the wedi Corporation must be held on the Customer's premises and quarantined for six (6) business days unless further advised for inspection or salvage purposes. The material must be made available and accessible for both wedi and/or the freight line's inspection purposes. If claim is verified and wedi credit issued, an authorized wedi Representative will communicate disposal arrangements of all applicable claimed damaged products . If credit was issued by wedi Corporation to the Customer, wedi owns title to the material; if unavailable for pick up or salvage the credit may be rescinded.

VIII. Storage

All wedi products should be stored flat and in retained original protective packaging in a cool environment, not exposed to the elements.

IX. Terms of Payment

1. Customer shall pay on full for all products on the due date specified on the invoice.

2. All pricing is based on US Dollars \$ (USD)

3. Unauthorized debits/unverified payment deductions cannot be accepted by wedi Corporation. wedi's acceptance of a payment in an amount less than that due shall no way be an accord and satisfaction or prejudice wedi's right to collect the full amount due.

4. *Past due balances.* All past due amounts are subject to a 1% service charge per month (12% per year). wedi may defer further shipments or other orders, or cancel any portion of an unshipped order. Upon failure of the Customers to pay for all or any portion of the product the Customer shall be obligated to pay all costs of collection incurred by wedi Corporation including, without limitation, collection fees, statutory costs, disbursements, legal fees to the extent permitted by law.

5. Final and full payment of wedi receivables pending, all delivered wedi product remains property of wedi Corporation.

6. wedi Corporation at its discretion, may file a UCC Filing as a general security interest in all wedi inventory.

X. Returns

1. All sales final unless a written exception has been issued from an authorized wedi representative.

2. wedi shall not return or issue credit for product that has been used for installation unless a claim has been filed or a written exception has been issued from an authorized wedi representative.

3. wedi will charge a 15% restocking fee on authorized returns not subject to filed Customer claim. Associated freight is paid by wedi Customer.

4. A return material authorization form must be issued by wedi Corp. for acceptance of the return. All unauthorized returns will be rejected/refused by wedi and returned to sender via collect shipment.

5. All products returned must be in original packaging, unused, undamaged, in good resalable condition and are subject to inspection by wedi prior to acceptance of the same. wedi will not accept returns of discontinued products or perishable product subject to expiration/shelf life. A deduction may also be made from credit for repackaging and handling fees.

6. Credit disposition will be advised within five (5) business days of return receipt.

XI. Warranty

wedi Products are covered by either a 10 year limited warranty, or 15 or 20 year PRO limited warranty. Find all details of wedi's warranty statement on www.wedicorp.com or contact wedi Customer Service to request a copy. All warranty claims should be reported to an authorized wedi Technical Service Sales Manager and are subject to inspection.

XII. Governing Law and Jurisdiction

The Agreement (including, without limitation, these terms) shall be governed by the laws of the State of Illinois, without regard to its choice of law provisions. All suits arising from or concerning the agreement shall be filed in the Circuit Court of Kane County, Illinois or United States District Court for Northern Illinois and no other place unless otherwise determined in wedi Corporation's sole discretion. The Customer hereby irrevocably consents to the jurisdiction of such court(s) and agrees to appear in any such action upon written notice thereof.

XIII. Modification of Terms and Conditions

Except as stated in the introductory paragraph above, 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 wedi Corporation unless made in writing and signed on its behalf by a duly authorized representative of wedi Corporation. 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. Any proposed 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 Customer, such acceptance is expressly conditional upon Customer's assent to any additional or different terms set forth herein.

XIV. Miscellaneous Provisions

Customer shall pay to wedi Corporation all costs of collection, including, without limitation, reasonable attorneys' fees, incurred by wedi Corporation in enforcing the Agreement, including, without limitation, collecting any money due from Customer and enforcing wedi's lien rights. The unenforceability or invalidity of any one or more portions of the Agreement shall not render any other portion unenforceable or invalid, which remaining portions shall continue in full force and effect. No waiver by wedi Corporation of any term or any obligation of Customer shall constitute a waiver of any other term or obligation. Customer shall not assign or transfer its rights or obligations under the Agreement without the prior written consent of wedi Corporation. All of Customer's representations, warranties and indemnities under the Agreement shall survive the consummation of or termination or cancellation of any purchase and sale of Products. Which party prepared the Agreement shall have no bearing on its construction.

XV. Marketing Support

Contact wedi Customer Service for details regarding the availability of marketing support material

XVI. New Customers

Contact your local wedi representative to learn about initial order requirements, terms and conditions.

Customer Service and Technical Information

wedi North America Headquarters

1160 Pierson Drive

Batavia, IL 60510

Phone: 1-847-357-9815

Toll Free: 1-877-933-wedi (9334) Fax: 1-847-357-9819

order@wedincorp.com