

Signify Canada Product Return Policy For Professional Channel

1) **Introduction:**

Unless otherwise defined in this Product Returns Policy (“**Policy**”), all capitalized terms in this Policy have the meaning ascribed to them in the Terms and Conditions of Sale of Products and Services of Signify Canada Ltd. (“**Signify**”), which are accessible at the following website: <https://www.signify.com/global/conditions-of-commercial-sale/ca-en> (“**T&Cs of Sale**”).

2) **Scope of Application:**

- a) This Policy applies to all orders of Qualifying Products made by Qualifying Customers to Signify on or after February 1, 2024, which have as place of delivery for such Qualifying Products any location within the territory of Canada.
- b) This Policy does not apply to any returns of Qualifying Products by reason of any (suspected) Defects or to any events and/or circumstances other than those expressly described in this Policy’s terms and conditions. Returns of Qualifying Products by reason of any (suspected) Defects are solely and specifically governed by Section 9 of the T&Cs of Sale, by the Standard Product Warranty and/or by any equivalent provisions in any Prior Agreement (as defined below).
- c) In case of a conflict between any of this Policy’s terms and conditions and those of any pre-existing agreements (for example, a pre-existing distribution agreement) between Signify and a Qualifying Customer and/or any of its affiliates (each, a “**Prior Agreement**”), the terms and conditions of the Prior Agreement will prevail and control.

3) **Definitions:**

In addition to those capitalized terms defined elsewhere in this Policy, the following capitalized terms shall have the following meanings:

- a) “**Qualifying Customer**” means, a distributor, reseller and/or wholesaler of Stock Ready Products as defined below.
- b) “**Qualifying Products**” means, as applicable, the following Products:
 - i) All Products from those brands as are listed by Signify, in its sole discretion and from time to time, in the latest Stock Ready Catalog which is published and made available at: <https://www.signify.com/en-ca/portfolio/readytogo> (“**Stock Ready Products**”). Outdated or phase-out stock products will not be accepted for return.
 - ii) within One (1) year of purchase which will be validated by the date of purchasing invoice.

Qualifying Products shall not include any Products that are non-standard, made-to-order, customized, or manufactured to Qualifying Customer’s specific designs or specifications (including units with non-standard components or accessories), nor any Product that is either outdated or part of any phased-out stock Product.

4) **Additional Terms and Conditions:**

- a) A customer will be allowed to return products only once per quarter, after obtaining approval to return From Signify as set below.
- b) To obtain approval to return Qualifying Products to Signify, a Qualifying Customer must submit its request via the Signify Portal (accessible at <https://www.portal.signify.com/>) or by email request at lightingcareturns@signify.com.
- c) Upon Signify's review and approval of such request, Qualifying Customer will receive from Signify: (i) a Return Authorization ("RA") number; and (ii) the authorized RA form to be included with the return shipment. NO QUALIFYING PRODUCTS RETURNS WILL BE ACCEPTED BY SIGNIFY IF NOT ACCOMPANIED BY A VALID RA NUMBER AND THE AUTHORIZED RA FORM. Qualifying Products returned without an appropriate RA number and form will either be refused or returned to Qualifying Customer at Qualifying Customer's sole and entire expense. Signify is neither responsible nor liable for any loss or damage to any unauthorized Product returns.
- d) Once issued by Signify, RA numbers are valid for 30 calendar days. Any Qualifying Product returns received after 30 days of the issuance by Signify of an RA will be refused. Qualifying Customer is responsible for paying all transportation costs associated with the return of Qualifying Products, including, without limitation, freight charges, taxes, customs, and duties, if applicable.
- e) All Qualifying Products returned under this Policy must be in new, complete, saleable, undamaged, unopened and in factory-sealed packaging ("**New Condition**"). All Qualifying Products returned are subject to inspection by Signify. Returned Qualifying Products which are not in New Condition shall be, at Qualifying Customer's choice and expense, returned by Signify to Qualifying Customer or scrapped by Signify without any credit being granted by Signify to Qualifying Customer.
- f) Qualifying Products must be returned in case quantities; loose quantities will not be accepted for return.
- g) Credit may be issued by Signify to Qualifying Customers only for returned Qualifying Products that are in New Condition. Signify may, at its option, issue such credit to Qualifying Customers at the prices prevailing at time of shipment of the Qualifying Products to the Qualifying Customer or the prices prevailing at time at time of return of the Qualifying Products, less any applicable Restocking Fee (as defined below) or other fees or charges. Returns of Qualifying Products authorized by Signify and which are in New Condition will be subject to a restocking fee of up to 25% of the prices prevailing at time of shipment of the Qualifying Products or at time of return of the Qualifying Products, at Signify's sole discretion ("**Restocking Fee**"). The restocking fee may be waived at Signify's sole discretion when utilizing the stock levelling program.

5) **Miscellaneous:**

Signify is solely responsible for the interpretation and administration of this Policy and reserves the right to alter, amend or terminate this Policy at any time, without notice or reason.