



We value and reward our customers

Wagonway rewards its customers through its Customer Rebate Program (CRP) that offers a:

1% Rebate on all Qualifying Purchases *(as defined below)*

+

an additional 1% Rebate on all Matte Black Finish Fixtures

Subject to the Terms and Conditions below, the CRP Rebate will be paid bi-annually on the total purchases, less taxes and other potential deductions (as described more fully below).

Subject to the Terms and Conditions below, the CRP Rebate on purchases made in the first half of the year from January through June will be paid in mid-August. The CRP Rebate on purchases made in the second half of the year from July through December will be paid in mid-February.

Customer Rebate Program Overview

- Rebate: 1% Rebate on all Qualifying Purchases + 1% Additional Rebate on Matte Black Fixtures
- Rebate Payment: Paid bi-annually by Wagonway.
- Customer Support: Dedicated Wagonway account manager.

TERMS AND CONDITIONS

These Terms and Conditions apply to your access to, and participation in Wagonway's Customer Rebate Program (CRP), which is operated by Wagonway, LLC (Wagonway). By participating in the CRP: (1) you consent to these Terms and Conditions; (2) you agree to be bound by these Terms and Conditions and all terms incorporated by reference; (3) you acknowledge and agree that you have read and accepted these Terms and Conditions and are responsible for remaining knowledgeable about the CRP's rules; and (4) you acknowledge and agree that Wagonway reserves the right to terminate, modify, or supplement these Terms and Conditions or the CRP at any time with or without prior notice and in Wagonway's sole and absolute discretion. Your participation in this CRP is subject to the Terms of Use on www.wagonway.com; including all Additional Terms and Conditions; these CRP Terms and Conditions; and Wagonway's Privacy Statement. These Terms and Conditions do not alter the terms and conditions of any other agreement you may have with Wagonway for other products and services. A customer may be eligible for the CRP based on the eligibility and Qualifying Purchases as defined below:

A. CRP Eligibility: This CRP is available to customers in the United States who are chosen by Wagonway, and in Wagonway's sole discretion, to participate in the CRP. You must complete the registration on-line at <https://www.wagonway.com/customer-rebate-program-create-account> to be eligible and considered for the CRP. Wagonway reserves the right to change CRP eligibility requirements at any time. Retailers of Wagonway's products are not eligible to receive CRP Rebates.

B. CRP Registration: To participate in the CRP, you must register with Wagonway. When you register, you will be assigned a CRP identification number ("Participant ID"). The Wagonway Account must be registered under a business name ("Organization"). When you register with Wagonway on behalf of an Organization, you represent and warrant to Wagonway that you have authority from the Organization to register with Wagonway for its CRP. Please note benefits and rewards will accrue and be distributed only to the "Organization" as defined in your Account on wagonway.com. Providing false information or omitting requested information may be grounds for denial of enrollment or termination of participation. You must provide a valid business email address during registration. Any requested changes to an Organization's Wagonway Account (e.g., change of name or address) should be made by sending an email to rebate@wagonway.com. Wagonway reserves its rights to accept or reject any requested changes in its sole discretion.

C. Qualifying Purchases: "Qualifying Purchases" are the total invoiced sales of Wagonway products made from Wagonway and paid in full, less any taxes, shipping, fees, additional services, and returns as further detailed below and subject to the exclusions below. Qualifying Purchases will only be tracked and eligible for a CRP Rebate if (1) you have completed the wagonway.com registration requirements, and (2) you provide the appropriate documents to serve as proof of purchase and payment of applicable Wagonway products (as determined by Wagonway in its sole discretion). Products that are eligible to count towards Qualifying Purchases are subject to change at any time in Wagonway's sole discretion. The CRP Rebate will not include any additional concessions, nor will it include any dollar amount specific to shipping/freight costs incurred, additional credit discount offers or promotions, or associated discretionary price adjustments. This CRP may not be combined with any other discount or rebate program offered by Wagonway including but not limited to Wagonway Supply Agreements, large volume order account credit, or other Wagonway rebate programs.

D. CRP Rebates: You may receive a CRP Rebate based on your paid Qualifying Purchases in Wagonway's sole discretion. CRP Rebates will only be paid on Qualifying Purchases. CRP Rebates will be paid twice a year, in Wagonway's discretion, based on Wagonway's Program Calendar, which is January through December of each calendar year. The first CRP Rebate earning period ("CRP Rebate Period") will be from January through June and the second CRP Rebate Period will be from July through December. Participants should inquire directly with their Wagonway Account Manager for information on their CRP Rebate amount and payment status. CRP Rebates will be processed through the customer's point of purchase. CRP Rebates will be paid by Wagonway to the point of purchase for distribution to

the customer within 45 days of the close of the CRP Rebate Period. Contact your Wagonway Account Manager for any status updates.

E. CRP Rebate Calculation: The CRP Rebate amount earned is cumulative, meaning the applicable percentage applies to the total amount of Qualifying Purchases during the CRP Rebate Period.

Example:

Total amount of Qualifying Purchases during CRP Rebate Period: \$350,000 (\$100,000 of Matte Black Fixtures)

- CRP Rebate: $1\% * \$250,000 + (1\% + 1\% \text{ Additional - Matte Black}) * \$100,000$
- CRP Rebate Payout: $\$2,500 + \$2,000 = \$4,500$

F. Marketing: You may receive marketing communications from Wagonway detailing additional CRP promotional offers and incentives.

G. Acceptance: By registering for the CRP and making Qualifying Purchases with Wagonway, you accept all terms and conditions in these rules and release Wagonway and hold Wagonway, and its affiliates, officers, members, and employees harmless from any claim, liability or damage relating to the CRP. WAGONWAY ITS AFFILIATES, OFFICERS, MEMBERS AND EMPLOYEES MAKE NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO ANY BENEFITS AND WILL NOT BE LIABLE FOR INJURY, DAMAGE, LOSS OR EXPENSE RESULTING FROM THE USE OR ACCEPTANCE OF ANY PART OF THE CRP.

H. Taxes: You and your Organization are solely liable and responsible for any applicable federal, state, or local taxes arising out of your participation in the CRP. Please consult your tax advisor concerning any tax consequences that may arise from your participation.

ACCOUNT NUMBER: _____

CUSTOMER NAME: _____

CUSTOMER SIGNATURE: _____