

## TERMS AND CONDITIONS OF SALE AGREEMENT

Effective: October 1, 2021

UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY SELLER, LITESHEET SOLUTIONS, LLC ("LITESHEET"), THIS TERMS AND CONDITIONS OF SALE AGREEMENT ("SALES AGREEMENT") SHALL APPLY TO ANY AND ALL ORDERS PLACED BY BUYER FOR LITESHEET LIGHTING PRODUCTS ("PRODUCTS"). IN THIS SALES AGREEMENT, THE PARTY TO WHOM LITESHEET ORDER ACKNOWLEDGEMENT IS ADDRESSED IS REFERRED TO AS "BUYER." DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S RESPONSES ARE HEREBY OBJECTED TO AND NO SUBSEQUENT CONDUCT BY LITESHEET OR BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE THEREOF.

**1. OFFER AND ACCEPTANCE.** All orders must be accepted in writing by LITESHEET, and LITESHEET's acceptance of all orders and offers and all sales by LITESHEET are subject to and expressly conditioned upon BUYER's assent to this Sales Agreement. This Sales Agreement consists of these sales terms and conditions, LITESHEET's quotation, if any, and LITESHEET's acknowledgement of BUYER's order. BUYER's acceptance of any offer by LITESHEET must be on the exact terms and conditions offered by LITESHEET, and BUYER accepts this Sales Agreement by ordering or taking delivery of Products. LITESHEET's performance or shipment shall not constitute acceptance of any of BUYER's terms and conditions which differ from or are in addition to those contained herein.

BUYER shall have no right to revoke any acceptance, except that BUYER may provide written notice of a claimed nonconformity to LITESHEET within thirty (30) days of the date of delivery. Notwithstanding this provision, however, any use of Products by BUYER, its agents, employees, contractors or licensees, for any purpose, after delivery of the Products, shall constitute BUYER's irrevocable acceptance of those Products.

**2. ORDERS & PRICING.** BUYER's order is subject to acceptance or cancellation by LITESHEET, in LITESHEET's sole discretion. Terms of payment are within LITESHEET's sole discretion, and unless otherwise agreed to by LITESHEET, LITESHEET must receive payment prior to LITESHEET's acceptance of an order. Each accepted order will be interpreted as a single order, independent of any other orders.

All prices are as stated in LITESHEET's quote, are in U.S. Dollars, and specifically supersede any contrary prices mentioned in BUYER's purchase order. LITESHEET's proposal to supply products to BUYER is valid for 30 days after issuance unless LITESHEET agrees otherwise in writing. Once accepted by LITESHEET, all orders are final and not subject to cancellation, except that LITESHEET may hold or cancel (or cancel any order on hold) any previously accepted order pending resolution of BUYER's creditworthiness to LITESHEET's satisfaction. In the event LITESHEET opts to exercise such a hold, prices will remain as quoted for sixty (60) days from the date the order was first accepted. Orders may not be cancelled or modified, either in whole or part, without LITESHEET's express written consent. LITESHEET may impose an order modification or cancellation fee if it consents to any order modification or cancellation. All prices and other terms are subject to correction for typographical or clerical errors.

**3. TAXES AND RELATED FEES.** The prices stated in this Sales Agreement do not include transportation, insurance or any sales, use, excise or other taxes (including, but not limited to, VAT, excise taxes, customs duties, or federal, state or local sales taxes or related fees), duties, fees or assessments imposed by any jurisdiction, locality, or government division (collectively "Taxes"). BUYER is responsible for payment of Taxes, and payment by LITESHEET of any Taxes does not relieve BUYER of payment responsibility. Any and all such amounts paid on BUYER's behalf shall be amounts owed from BUYER to LITESHEET on demand.

**4. PAYMENT TERMS.** BUYER shall make all payments in U.S. dollars, and BUYER shall pay for Products with check, electronic funds transfer (EFT), or accepted credit card upon order, unless LITESHEET has agreed to different payment arrangements in writing. All credit card payments are subject to merchant fees. Each shipment or installment shall be considered a separate and independent transaction and payment for each shipment shall be due accordingly.

If LITESHEET extends credit to BUYER, payment terms shall be net thirty (30) days after LITESHEET's invoice. LITESHEET may change or withdraw credit or payment terms at any time for any reason, and LITESHEET may suspend or cancel its performance if BUYER fails to make any payment when due. LITESHEET will assess a 1½% monthly service charge (or such lesser amount that is the maximum permitted by law) to all past due accounts. Unless otherwise specified in this Sales Agreement or agreed to in writing by LITESHEET, LITESHEET will send invoices for Products monthly or, if sooner, upon shipment.

LITESHEET may, at its election and without prejudice to any other right or remedy, exercise all rights and remedies granted LITESHEET in Paragraph 8 as in the case of a default by BUYER under this Sales Agreement in the event of the BUYER's bankruptcy or insolvency, the filing of any proceeding by or against BUYER under any bankruptcy, insolvency or receivership law, or in the event BUYER makes an assignment for the benefit of creditors.

**5. SHIPMENT, DELIVERY, AND STORAGE.** Risk of loss and title of goods shall pass to BUYER upon receipt by, or delivery to, the designated carrier. All shipment and delivery dates on LITESHEET orders are not guaranteed as they are a best approximation of probable shipment and delivery dates. LITESHEET shall not be liable for costs, expenses or damages incurred by any party due to shipment or delivery after any approximated date.

Unless LITESHEET agrees otherwise in writing, Products shall be shipped EXW Seller's manufacturing facility in Forest, Virginia or designated U.S. assembly facility to BUYER's designated location. BUYER shall pay all transportation charges and expenses, including the cost of any insurance against loss or damage in transit which LITESHEET may obtain at BUYER's written request. LITESHEET reserves the right to ship products freight collect. BUYER will assume the additional expense of any special routing or expedited transportation requests.

BUYER must inspect all Products upon receipt and, where there is evidence of shipping damage, whether concealed or external, BUYER must file and pursue a claim with the transportation company. BUYER may not withhold any payment to LITESHEET pending settlement with the transportation company.

**6. SECURITY INTEREST.** LITESHEET hereby reserves, and BUYER hereby grants to LITESHEET, a purchase money security interest in all products purchased under this Sales Agreement, together with all proceeds thereof, including insurance proceeds. Such security interest secures all of BUYER's obligations arising under this Sales Agreement, and any other agreements between BUYER and LITESHEET, until BUYER has paid LITESHEET all amounts due in full. BUYER agrees to execute any financing statements or other documents as LITESHEET requests to perfect, protect, maintain, or evidence LITESHEET's security interests. BUYER acknowledges that this Sales Agreement or copies hereof may be filed with the appropriate authorities as a financing statement.

Subject to the security interest reserved to LITESHEET, title and risk of loss and/or damage to Products shall pass to BUYER upon delivery or receipt of the products to the transportation company at the shipping point. Confiscation or destruction of or damage to products shall not release, reduce or in any way affect BUYER's liability. In the event BUYER rejects or revokes acceptance of any products for any reason, all risk of loss and/or damage to Products shall nonetheless remain with BUYER unless and until the same are returned at BUYER's expense to such place designated in writing by LITESHEET.

**7. DELAY.** LITESHEET will make reasonable efforts to follow the dates established or such later dates as the BUYER may agree for delivery or other performance, but LITESHEET shall not be liable for failure to perform any of its obligations under this Sales Agreement if such performance is delayed or prevented by circumstances outside its reasonable control, such as fire, flood, war, embargo, strike, riot, the intervention of any governmental authority, technical difficulties, failure or breakdown of machinery or components necessary for order completion, inability to obtain or substantial rises in the price of labor or materials or manufacturing facilities, curtailment of or failure to obtain sufficient electrical or other energy supplies, or compliance with any law, regulation, order or direction, whether valid or invalid, of any governmental authority or instrumentality thereof, regardless of whether such cause is foreseeable or related to the foregoing list. "Performance" as used herein shall include, but not be limited to, fabrication, assembly, shipment, delivery, installation, testing and warranty repair and replacement.

BUYER agrees that any delay in delivery or failure to deliver or perform any part of this Sales Agreement shall not be grounds for BUYER to terminate or refuse to comply with this Sales Agreement and no claim or penalty of any kind shall be effective against LITESHEET for such delay or failure; provided, however, that if the delay or failure extends beyond six (6) months from the originally scheduled date either party may, with written notice to the other, terminate this Sales Agreement without further liability for any unperformed portion of this Sales Agreement.

**8. DEFAULT AND TERMINATION.** BUYER may terminate this Sales Agreement if LITESHEET materially defaults under this Sales Agreement and fails to cure such default within sixty (60) days after receiving written notice of default. Such termination shall be BUYER's sole remedy if LITESHEET defaults. BUYER shall be deemed in material default under this Sales Agreement if BUYER fails to pay any amounts when due, cancels or attempts to cancel this Sales Agreement prior to delivery, refuses delivery, or otherwise fails to perform any of its obligations under this Sales Agreement. If BUYER materially defaults, LITESHEET may, upon written notice to BUYER, (1) suspend its performance and withhold partial or entire shipments; (2) terminate this Sales Agreement; (3) declare all sums owed to LITESHEET immediately due and payable; and/or (4) recall products in transit, retake same and repossess any products held by LITESHEET for BUYER's account, without further notice or process, and BUYER agrees that all products so recalled, taken or repossessed will be the property of LITESHEET, subject to a credit to BUYER for the repossessed products, minus any applicable expenses. LITESHEET's exercise of any of the foregoing remedies shall not preclude exercise of any other remedies, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any other rights or remedies available to LITESHEET under the Uniform Commercial Code or any other laws.

**9. ASSIGNMENT AND SUBCONTRACTING.** LITESHEET may assign, subcontract or delegate in whole or in part this Sales Agreement, or any rights, duties,

obligations or liabilities under this Sales Agreement, by operation of law or otherwise, provided that LITESHEET shall remain responsible for the provision of Products under this Agreement. Otherwise, BUYER may not assign this Sales Agreement without the written permission of LITESHEET.

**10. BUYER'S COMPLIANCE WITH LAWS.** It is the BUYER's sole responsibility, at its sole cost and expense, to comply with all applicable laws and regulations of any government or other competent authority, including those regarding export or import. This includes, but is not limited to, BUYER's responsibility to obtain and maintain all necessary permits, licenses and consents. All shipments of LITESHEET Products are subject to applicable export and import laws. BUYER acknowledges that the Products provided under this Sales Agreement are subject to the customs and export control laws and regulations of the United States ("U.S."), may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which BUYER or BUYER's operations are located, and may also be subject to the customs and export laws and regulations of the country in which the Products are rendered or received. BUYER agrees to abide by all such laws and regulations.

**11. THIRD-PARTY COMPONENT WARRANTIES.** WITH RESPECT TO NON-LITESHEET COMPONENTS INCLUDED IN PRODUCTS AND SOLD BY LITESHEET, LITESHEET DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

**12. EXCLUSION OF WARRANTIES.** WITH THE LONE EXCEPTION OF THE LITESHEET LIMITED WARRANTY PROVIDED AT THE TIME OF PURCHASE OF THE LITESHEET PRODUCT, LITESHEET EXPRESSLY DISCLAIMS AND BUYER EXPRESSLY WAIVES, ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER WITH RESPECT TO PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

EXCEPT AS SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." LITESHEET DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**13. LIMITATION OF LIABILITY**

**A. GENERAL LIMITATIONS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LITESHEET BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF WHETHER LITESHEET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION OF PRODUCTS, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RETESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION OR DOWNTIME.

**B. SPECIFIC LIMITATIONS.** IN NO EVENT SHALL LITESHEET'S TOTAL LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR WITH CONNECTION WITH THIS SALES AGREEMENT, OR ANY USE OF ANY PRODUCTS PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO LITESHEET FOR THE PARTICULAR UNITS SOLD UNDER THIS AGREEMENT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS SOLD TO BUYER UNDER THIS AGREEMENT SHALL NOT ENLARGE OR EXTEND THIS LIMIT IN ANY WAY.

**14. PACKAGING.** Products will be packaged as LITESHEET deems appropriate for protection of goods against damage due to normal handling. BUYER agrees to be responsible for the cost associated with any special packing or special handling requests or requirements.

**15. ENTIRE AGREEMENT; SEVERABILITY.** This Sales Agreement is the entire agreement between BUYER and LITESHEET with respect to its subject matter and supersedes all prior oral and written understandings, communications, or agreements between BUYER and LITESHEET. Any preprinted terms on BUYER's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Sales Agreement shall be binding on LITESHEET. No amendment to or modification of this Sales Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Sales Agreement should be declared to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply

with the law, and the remainder of this Sales Agreement will remain in full force and will not be terminated.

**16. INTELLECTUAL PROPERTY RIGHTS.** BUYER acknowledges and agrees that all intellectual property rights in the Products and in any of LITESHEET's technology, intellectual property and know-how used to make or useful for the manufacture or use of the Products will at all times remain vested in LITESHEET and its licensors. Nothing in this Sales Agreement will be construed as granting BUYER any rights to manufacture, license or alter the Products, their marking or labeling. No license or patent rights are granted by LITESHEET, except those indicated in this Sales Agreement, on the Products or in the Products' manual or documentation. LITESHEET reserves the right to change the specifications of the Products or to discontinue any Products at any time without notice.

**17. RETURNS.** If BUYER wishes to return a Product, it must first contact LITESHEET directly and obtain an authorization number by contacting a LITESHEET Sales Representative and stating the reason for the requested return.

If Products are eligible for return, BUYER must return Products to LITESHEET in the original or substantially similar packaging, and BUYER remains responsible for risk of loss, as well as shipping and handling fees. LITESHEET reserves the right to apply additional fees, including a 15% fee for restocking returned Products. If BUYER fails to follow LITESHEET's return procedures, LITESHEET will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with BUYER's original purchase.

**18. GOVERNING LAW.** This Sales Agreement, any related Service Agreement, and ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN BUYER AND LITESHEET, arising from or relating to this Sales Agreement in any way (a "Dispute") shall be governed by the laws of the Commonwealth of Virginia, without regard to conflicts of law. The parties agree that the UN Convention on Contracts for the International Sale of Goods will have no force or effect on this Sales Agreement and shall not apply.

**19. ATTORNEY'S FEES.** In the event of default in payment of the purchase price or any part thereof, Buyer agrees to pay LITESHEET's expenses, including reasonable attorneys' fees and expenses, incurred by LITESHEET in enforcing payment thereof, including all expenses incurred in connection with any arbitration or judicial proceeding.

**20. VENUE AND JURY WAIVER.** BUYER and Seller agree that any litigation arising out of or related to this Sales Agreement shall be brought and maintained exclusively in the state or federal courts of the Commonwealth of Virginia located in Charlottesville, Virginia. BUYER waives all objections to the exercise of jurisdiction by the Virginia courts and submits to the jurisdiction of said Courts. BUYER further waives, to the maximum extent permitted by law, any right to a jury trial under this Sales Agreement.

**21. WAIVER AND ESTOPPEL.** The waiver by LITESHEET or BUYER of a breach or a default of any provision of this Sales Agreement by the other party shall not be construed as a waiver of any succeeding breach, nor shall any delay or omission to exercise any right, power or privilege that a party has waive or estop such right, power or privilege by such party. Waivers must be acknowledged in a manually signed writing.