

PURCHASE ACKNOWLEDGEMENT

TERMS & CONDITIONS OF SALE

GENERAL POLICIES:

- **FREIGHT ALLOWED (EFFECTIVE 9/4/21)** is on orders in the amount of \$5,000 or more when shipping within the Continental U.S.
- **EXPEDITED SHIPPING** is available via AIR Freight or Expedited Ground Service using the customers shipping account. Feelux will assist customers with weights & dims based on material included on the Purchase Order.
- **MINIMUM ORDER FEE** is \$25.00 on orders less than \$250.00. This amount will be added to the customer's invoice. Feelux may approve waiving the fee for add material against a qualified order shipped within 90 days.
- **SPECIAL PACKING & HANDLING** of material by location or type will incur fees of up to \$25.00 per box.
- **CARRIER DELIVERY/DAMAGE** inspection is the responsibility of the receiver. A report must be filed with the carrier. Do not sign for a package until the delivery agent notes damage on the form presented for a signature. In case of concealed damage, call the carrier at once requesting inspection of the damage. Miss-shipments and/or damages must be reported within 5 days.
- **RETURNS** will be considered if requested within 60 days of invoice date and will be subject to a 25% restocking fee. No returns without written authorization and RGA number. Product must be in salable condition and in the original box. RGAs expire in 60 days.
- **NO RETURNS** on custom, special order or discontinued product. No returns on small quantities of accessory items. Credit will not be given on installed or altered product.
- **TERMS** upon approved credit are Net 30. A customer's first order will be Pay In Advance (sample & accommodation orders do not apply). Feelux, Inc. reserves the right to modify payment terms based on payment history.
- **NO TERMS** require Payment In Advance via credit card (3% processing fee) or check. Customer must provide a shipping account number.
- **INTERNATIONAL ORDERS** require wire transfer payments in advance. Feelux is not responsible for wire transfer fees.
- **QUOTATIONS** expire in 30 days.
- **LAYOUT DRAWINGS** if required are subject to a \$125.00 drawing fee per page and/or location.
- **PRICES** are subject to change without notice. Feelux reserves the right to make changes and discontinue product without prior notice.
- **TERMS & CONDITIONS OF SALE** are valid on all orders.

TERMS & CONDITIONS OF SALE

These terms and conditions govern the sale of products ("Products") by Feelux Lighting, Inc. ("Seller") and the purchase of Products by the customer ("Customer"). These Terms and Conditions of Sales ("Agreement") supersede Customer's additional or different terms and conditions to which notice of object is hereby given and deemed null and void. Acceptance by Customer is limited to the terms and conditions herein. Neither Seller's commencement of performance nor delivery shall be deemed or constituted as acceptance of Customer's additional or different terms and conditions.

1. ORDERS

All Purchase Orders placed with Seller must be submitted in writing and confirmed by Feelux Lighting, Inc. Orders must include complete model numbers, quantities, product descriptions and ship to address. Purchase Orders need to reference a Feelux quotation.

2. PRICES

- (a.) The prices of the products are those specified on the invoice or as quoted by Seller. Price quotations are valid for 30 days. Feelux Lighting reserves the right to change pricing without notice.
- (b.) Unless otherwise expressly agreed to in writing by Seller: (i) price quotations do not include the cost of packaging materials, taxes, shipping or other incidental expenditures of Seller; (ii) price quotations shall automatically expire in thirty (30) calendar days from the date issued and may be canceled or amended within that period upon written notice to Customer; and (iii) price quotations are exclusive of transportation and insurance costs, and all taxes including Federal, State and Local Use, Sales, Property (ad valorem) and similar taxes. Customer agrees to pay these taxes (except taxes upon Seller's net income) unless Customer has provided Seller with an exemption resale certificate in the appropriate form for the jurisdiction of Customer's place of business and any jurisdiction to which Product is to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes. Customer agrees to indemnify and hold harmless Seller for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. Seller reserves the right to modify pricing to reflect changes in duties, tariffs, border adjustment taxes, and fees whether foreign or domestic at any time following the date of this quotation. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

3. PAYMENT

- (a.) A customer's first order will be pay-in-advance. Sample and accommodation orders do not qualify. Invoices shall be due thirty (30) days after the date of the invoice unless otherwise specified on the front of the invoice. Seller may invoice each shipment separately and each shipment shall be considered a separate and individual contract. All payments made by credit card will incur a 3% processing fee.
- (b.) All payments past due shall be charged interest computed on a daily basis on the outstanding amount on a compounded basis from the due date until paid in full at the rate of one and one-half percent (1 1/2%) per month or the maximum rate permitted by

- law, whichever is less.
- (c.) Seller reserves the right to establish and/or change credit and payment terms extended to Customer when, in Seller's sole opinion, Customer's financial condition or previous payment record warrants that action. Further, on delinquent account, Seller shall not be obligated to continue performance under any agreement with Customer.
 - (d.) Seller shall have a security interest in the Products delivered to Customer, and in their accessories, replacements, accessions, proceeds and products, including accounts receivable (collectively, the "Collateral") to secure payment of all amounts due under this Agreement. If Customer fails to pay any amount when due, Seller shall have the right to repossess and remove all or any part of the Collateral from Customer, but not from Customer's customers. Any repossession or removal shall be without prejudice to any other remedy of Seller hereunder, at law or in equity. Customer (at its cost) agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect and enforce this security interest.

4. DELIVERY AND SHIPMENTS

- (a) Product in stock will be shipped within 3-5 business days after receipt of Customer's purchase order. Seller shall not be liable for any delays, loss or damage in transit.
- (b) All shipments will be made F.O.B. Seller's facility unless otherwise identified. Delivery will be deemed complete and risk of loss or damage to the products will pass to customer upon delivery to the carrier.
- (c) Unless otherwise expressly agreed to in writing by the parties, Seller shall deliver the Products to the Delivery Point using Seller's standard methods for packaging and shipping such Products. Any special packaging or handling will be an additional cost, regardless of order size.
- (d) A minimum order fee of \$25 shall apply for all orders of less than \$250.00.
- (e) All shipments shall be freight collect, except for orders of \$5,000.00 or more in the continental U.S. which shall be freight allowed. The carrier will be selected by Seller in the absence of specific instructions by Customer. In no event shall Seller be liable for any delay in delivery, nor shall the Carrier be deemed an agent of Seller. All Made To Order (M2O) and custom orders, are FOB Korea/China/USA, there is no prepaid freight for these products.
- (f) Claims for loss, miss-shipment, or damage shall be filed by Customer with the carrier within five (5) days from the date of delivery. No signature shall be provided until a delivery agent has noted the extent of the damage on the delivery form, which the agent then shall present for signature. In the case of concealed damage, Customer shall request from the carrier inspection of the damage promptly and no later than five (5) days from the date of delivery.
- (g) For all orders placed outside the continental U.S., Customer shall make a wire transfer payment. Seller shall not be responsible for wire transfer fees.

5. **ACCEPTANCE.**

The Products shall be deemed accepted by Customer unless notice of defect is received by Seller within fifteen (15) days of shipping thereof and the Product is returned to Seller within sixty days of shipping. Small quantities of accessories may not be returned.

6. **WARRANTY.**

- (a) Seller warrants to Customer that all Products will conform to and perform in accordance with the applicable current specifications and drawings issued by Seller, from date of shipment to Customer for a period of five (5) years for LED light products. Third party drivers are per that manufactures standard warranty.
- (b) Customer shall notify Seller of any non-conformance during the warranty period, obtain a return material authorization ("RMA") for the non-conforming Product, and return the non-conforming Product to Seller, freight prepaid, within sixty (60) days of receipt of the RMA, with a statement describing the non-conformity. Seller's exclusive obligations with respect to a non-conforming Product shall be, at Seller's option, to repair or replace the Product, if it is determined to be defective, or to refund to Customer the purchase price paid for the Product.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE FOREGOING IS CUSTOMERS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY BY SELLER WITH RESPECT TO THE PRODUCT.

- (c) Replacement Products shall be warranted as set forth above. Any Products repaired or serviced by Seller shall be warranted as provided in this Section 6 for the remainder of the warranty period or ninety (90) days after the Products are returned to Customer, whichever is later (based upon the date repair or other service is completed).
- (d) This warranty shall not apply to any Product that shall have been subject to alteration, misuse, abuse, accident, disaster, or which has been operated contrary to current instructions relating to installation, maintenance or operation, or contrary to industry standards relating to acceptable input power.
- (e) THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY SELLER IN CONNECTION WITH THE PRODUCTS, AND SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
- (f) Seller assumes no liability for consequential damages, anticipated or lost profits, incidental damages, loss of time, labor, or other losses incurred by Customer or any third party in connection with the Products.
- (g) Non-defective returns are at the discretion of Seller and no returns shall be accepted without an RMA.
- (h) Non-defective returns are subject to a restocking charge of 25% and must be in "salable" condition, and in original packaging. Otherwise, they will be returned to Customer at Customer's expense.

7. STATUTE OF LIMITATIONS

Except for Section 6 pertaining to warranties, no action by Customer may be brought at any time more than twelve (12) months after the facts occurred upon which the cause of action arose.

8. LIMITATIONS OF LIABILITY

The liability of Seller hereunder for all claims shall not exceed the sum of Customer's payments for the Products, which are the subject of the dispute.

9. GOVERNING LAW

The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the laws of the State of Georgia; provided, however, that all international sales shall be governed by the laws of the State of New York.

10. CHOICE OF FORUM

The parties hereto agree that any suits, actions or proceedings arising out of this Agreement that may be instituted by any party hereto shall be instituted only in the state or Federal courts in the State of Georgia, and the parties hereto do hereby consent to the jurisdiction of those courts and waive any objection which they may now or hereafter have to venue of those suits, actions or proceedings.

11. ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules.

12. FORCE MAJEURE

Except for the payment of money and notices, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is principally caused by fire, flood, explosion, war, strike, embargo, terrorism, government requirement, civil or military authority, act of god, act or omission of carriers or other similar causes beyond its control ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform ("Delayed Party") shall give immediate notice to the other party ("Affected Party"), and the Affected Party, upon giving prompt notice to the Delayed Party, shall be excused from performance under this Agreement for the duration of the force majeure condition, provided, however, that the Affected Party shall take all reasonable steps and cooperate with the Delayed Party to avoid or remove the cause of non-performance and shall resume performance promptly hereunder when the cause is removed; and provided further that if the Delayed Party cannot within sixty (60) days remove the cause of nonperformance, the Affected Party may terminate this Agreement.

13. NON-WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition.

14. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement and shall not be modified or rescinded, except by a writing signed by Seller and Customer. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

15. CUSTOMERS AGREEMENT TO DEFEND

Customer shall defend and protect, and hold harmless Seller from and against any claims, demands, actions or causes of action, damages, costs and expenses, including reasonable attorneys' fees (the "Claims") arising either (i) out of or related to the sale or distribution of the Products that are not maintained and operated in accordance with the recommended procedures; or (ii) out of or related to the sale or distribution of the Products that are supplied to Customer according to Customer's specifications or instructions.

16. NOTICE OF MALFUNCTION OR ACCIDENT

- (a) Customer shall notify Seller promptly in writing within thirty (30) days of any malfunction or accident involving the products that result in personal injury or property damage and shall cooperate fully with Seller in investigating and determining the cause of such accident or malfunction.
- (b) In the event Customer fails to give to Seller such notice described in subsection (a) above, Customer shall defend and protect, and hold harmless Seller from and against any Claims.