



SALES TERMS AND CONDITIONS

All estimates, quotations, purchase orders, sales orders, invoices, and sales made by **C Lighting Corp.**, its subsidiaries, or affiliates, herein named “**C Lighting**” to you, herein named “**Client**” are subject to these terms and conditions, herein named “**T&C**”.

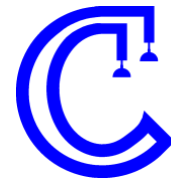
GENERAL C Lighting will sell and deliver goods and/or services to the Client in accordance with the estimate, quote, purchase order and/or invoice. (a) The laws of the State of New York will exclusively govern any dispute between C Lighting and Client, (b) Client may not assign this Agreement without the prior written consent of C Lighting. C Lighting or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successor and assigns, (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights, and/or user licenses.

TERMS OF SALE Upon receiving shipment by either delivery or pickup, Client agrees to carefully examine contents for damage and verify receipt of the correct material. Client must notify C Lighting of any shortages, damage, or errors within five (5) days of receipt of any product. In the absence of any such notification, Client shall be deemed to have accepted the product, as is.

INSTALLATION Installation services are not performed by or provided by C Lighting. Pass-through installation services may be noted to keep paperwork shortened to the Client and streamlined, however all installation proceedings are performed by others.

SERVICE Programming services are available through C Lighting if any only if (a) the sale of programmable product is purchased from C Lighting, (b) quotation, sales order, and invoice clearly state programming as a provided service, (c) all lighting and control product is installed by a licensed trade professional per the manufacturer’s installation instructions. All products and wiring must be installed, energized, and accessible prior to scheduling any programming services.

INVOICES AND PAYMENT Client agrees to pay C Lighting the prices set forth on the invoice and/or estimate. C Lighting shall provide Client with an invoice for any outstanding balance within thirty (30) days of shipment if credit line is available and prior to shipment for all accounts marked as C.O.D. Unpaid invoices are considered past due and in default if they are not paid within forty-five (45) days of shipment if a credit line exists with C Lighting and Client. Unpaid invoices are considered past due and in default if they are not paid within fifteen (15) days of C Lighting product release to manufacturer. At such time, Client’s account will be placed on hold and no additional products will be shipped or released from manufacturer. Return merchandise, damaged merchandise, or added costs are not considered payments on Client’s account. C Lighting reserves the right to postpone further shipments and service until payment is made in full on all outstanding balances and invoices whether or not past due. There will be a service charge of 1.5% compounded monthly applied to any outstanding balances that are in default. In the event of a payment default by either the “ship to” or “bill to” parties, C Lighting may elect to proceed with collection proceedings against either one or both parties to collect all unpaid sums; payment by either party to the other shall not be a defense. Payment may be made by check, money order, cash, ACH, or wire transfer (all fees are borne by the Buyer). Where C Lighting has extended credit to Client, terms of payment shall be Net Thirty (30) days from date of invoice, without offset or deduction unless C Lighting noted. Client agrees that they shall be



responsible for any and all reasonable fees incurred by C Lighting to collect any unpaid balances, including but not limited to, attorney's fees, courts fees, and collection agency fees.

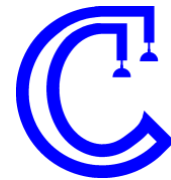
RETURN POLICY Store Credit Only, No Refunds Allowed. All returns shall require C Lighting prior written authorization and shall only be eligible for store credit pending C Lighting's acceptance. Requests for return must include a reason for the return, original invoice number and purchase date. No altered or previously installed material will be eligible for return, no returns will be accepted for cut wire leads, light bulbs, special orders, or project specified orders, including those that were designed to accommodate Clients specifications. All returns are subject to a restocking fee of 30% of the sales price, such charge to be increased based on the manufacturer's policy and freight charges. For all non-stock items, store credit for any authorized return will not be issued until credit is received by C Lighting from the manufacturer.

SALES TAX All invoices will include appropriate state sales tax unless an applicable Tax Exemption Certificate or other appropriate documentation (as determined by C Lighting) is submitted at the time the order is placed.

DELIVERY; RISK OF LOSS Client understands that delivery dates are estimates only and C Lighting shall not be liable for any late or delayed deliveries. Unless otherwise specified by C Lighting, delivery will be made F.O.B (Free On Board) shipping point. Any and all risks, including but not limited to labor or back charges, shall pass to the Client on tender of delivery to carrier; provided, however, that C Lighting shall have a security interest in, and a lien on, the delivered products (and any proceeds derived therefrom) until the purchase price is paid in full. All trucking and labor are non-union only. Should a union delivery or labor be required additional charges will apply.

WARRANTY DISCLAIMER Most products come with a manufacturer's warranty against manufacturers defects in material and workmanship. C Lighting agrees to assign and pass-through to Client any warranties expressly provided by the manufacturer of the purchased product, which shall be the Client's exclusive right of warranty. **All defective merchandise will be replaced or repaired at the discretion of the manufacturer within the applicable warranty period.** Client acknowledges that C Lighting is a retailer and/or distributor and not a manufacturer and that C Lighting is not responsible for the design, fabrication, or manufacturing of any materials, equipment, tools, or other products sold by C Lighting, including for any defects therein. C Lighting is not liable for defects in information, labeling, instructions, or packaging provided by the manufacturer or other sources. **C LIGHTING MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS OR WORKMANSHIP, AND ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.**

LIMITATION OF LIABILITY Client expressly agrees that C Lighting shall not, under any circumstances be liable for any indirect, special, incidental, or consequential damages, including but not limited to, lost profits, lost opportunity costs, and the like, regardless of whether or not C Lighting is advised in advance of the possibility of any such damages, or for any exemplary or punitive damages. C Lighting's maximum liability will not exceed the cost of the product/s giving rise to any claim of liability. CLIENT SHALL NOT BE ENTITLED TO, AND C LIGHTING SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF CLIENT, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. CLIENT'S RECOVERY FROM C LIGHTING FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHERIN CONTRACT, TORT, WARRANTY, OR OTHERWISE. CLIENT WILL INDEMNIFY, DEFEND AND HOLD C LIGHTING HARMLESS FROM ANY CLAIMS BASED ON (a) C LIGHTING'S COMPLIANCE WITH



CLIENT'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (b) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN C LIGHTING, or (c) USE IN COMBINATION WITH OTHER PRODUCTS.

DISCOUNT All goods sold are at the net price indicated on the applicable invoice unless a discount is expressly noted on such invoice. **THERE WILL BE NO DISCOUNTS ON EXCISE OR SALES TAX.**

PRODUCT SPECIFICATIONS In all estimates it is the responsibility of the Client (including Client's who are bidding contractors) to verify that the items and quantities quoted are correct. Although C Lighting will endeavor to estimate in accordance with Client's plans and specifications (or other information submitted by Client), it makes no warranties or guaranties in this regard, and assumes no responsibility for correctness as to quantities, fitness for purpose or performance, installation methods, wiring, or design intent. In those instances where approved drawings or cuts are required and submitted to Client for Client's approval, no product will be released until approved submittals have been returned by Client.

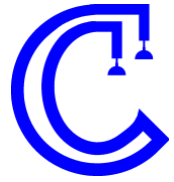
THIRD-PARTY CONTRACT OBLIGATIONS In the event that Client has contracted for or otherwise assumed any obligation or liability to an owner, contractor, construction manager or any other person or entity responsible for the completion of any portion of any project in which products sold by C Lighting will be used, Client agrees that C Lighting is not a party to such contract and that C Lighting does not assume any liability or obligation under any such contract or agreement unless expressly agreed to in writing by C Lighting in advance. Client is not permitted to delay, set-off or condition any payment obligation based on any third-party obligation or condition, including but not limited to retainage conditions, "pay-when-paid" or "pay-if-paid" terms between Client and any third-party. Client releases and agrees to any obligation, risk, liability, or responsibility that Client has undertaken pursuant to any contract, or which was assumed by Client to any owner, contractor, construction manager or any other person or entity.

FORCE MAJEURE C Lighting is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond C Lighting's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, pandemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing C Lighting from performance and barring remedies for non-performance. In an event of force majeure condition, the C Lighting's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting C Lighting to any liability or penalty. C Lighting may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Client.

TECHNICAL ASSISTANCE OR ADVICE If technical assistance or advice is offered or given to Client, such design assistance, technical assistance, drawings, or advice is given free of charge and only as an accommodation to Client. C Lighting shall not be held liable for the content or Client's use of such technical assistance or advice, nor shall any statement made by any of C Lighting's representatives in connection with the Products or Services constitute a representation or warranty, express or implied.

QUOTES; ORDERS; SUBMITTALS Review of and any comments made on any quote, order, or submittal shall neither relieve Client from compliance with requirements of the contract documents nor relieve the Client of responsibility for errors or omissions within. Notations are only for review of the general conformance with the design concept of the project. The Client remains responsible for confirming and correlating all quantities and dimensions; all means and methods of construction and installation; and coordinating the work with that of all other trades. Shop

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www.CLIGHTCORP.COM



drawings, schematics, as-built drawings, designs or any engineering are not part of the contract documents. The information provided is for approval purposes only. C Lighting does not warrant or guarantee the performance or suitability of the sold products for any specific application. C Lighting is not responsible for any damages, losses, or injuries arising from the use or misuse of these products and no order shall constitute a warranty or guarantee of performance by C Lighting. C Lighting designs or specifications do not imply any further commitment or obligation past the sale of said product or project.

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