

NULITE LIGHTING, INC. GENERAL TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") shall apply to all sales of products by Nulite Lighting, Inc. ("Nulite Lighting"). The sale of products by Nulite Lighting shall be deemed to have been made in Colorado, U.S.A. and these Terms and the purchase transaction shall be construed according to the laws of the State of Colorado and U.S. federal law. The word "Buyer" as used in these Terms shall mean the party purchasing products from Nulite Lighting.

Unless otherwise specifically agreed in writing by an authorized representative of Nulite Lighting, any different or additional terms and conditions proposed by any Buyer in a purchase order, response to a quotation, or other proposal are hereby rejected by Nulite Lighting and shall not be incorporated into these Terms for sale of Nulite Lighting products. If Nulite Lighting is found to have acknowledged Buyer's order or proposal, and such acknowledgement constitutes acceptance of an offer, such acceptance is expressly made conditional on Buyer's approval solely to these Terms. Nulite Lighting shall not be deemed to have waived these Terms if it fails to object to provisions contained in Buyer's forms or otherwise. Buyer's agreement to these Terms shall be conclusively presumed based on any purchase of Nulite Lighting Products. These Terms shall be modified only in writing signed by both parties.

Nulite Lighting Acceptance:

Every order of products from Nulite Lighting is subject to acceptance by Nulite Lighting, at its sole discretion, which may be communicated via e-mail, in other writing, or orally.

Pricing:

All prices represent those in effect at the time of quotation and are subject to change without notice. Prices for any products ordered will be based on Nulite Lighting's current prices, in effect at the time of the applicable purchase or order. Nulite Lighting must approve all pricing outside of its published book prices. Customer pricing may vary due to quantity ordering and the terms of purchase agreements between Nulite Lighting and its other customers. Prices exclude all taxes, shipping, handling, shipping insurance, and duties. Buyer is responsible for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership, license or use of the products or services. A \$25.00 service charge will be added to all orders totaling less than \$50.00.

Payment:

Buyer agrees to pay the prices quoted by Nulite Lighting. Unless different credit terms have been extended to Buyer in writing, payment terms are net 30 days after delivery or date of invoice, whichever occurs first, in the currency invoiced. Payment must be made by check, electronic funds transfer, or other method specified by Nulite Lighting.

For invoices paid in full net 10 days following the invoice date or delivery date (whichever occurs first), Nulite Lighting will grant a 1% cash discount on the total amount of such invoice.

A service charge of 1.5% per month or the highest lawful rate permitted under applicable state law, whichever is less, may be charged by Nulite Lighting on any Buyer balance due after 30 days from the invoice date or delivery date, which occurs first.

Whenever reasonable grounds for insecurity arise with respect to due payment by Buyer, including but not limited to any nonpayment by Buyer related to any order, Nulite Lighting may (i) demand different terms of payment for unfulfilled orders and future orders (such as payment in advance), (ii) demand assurance of Buyer's due payment for unfulfilled orders and future orders, and (iii) immediately suspend or cancel shipment of any orders or partial orders of products made by Buyer, even if such orders were previously accepted by Nulite Lighting.

Freight:

Unless otherwise noted, sales of Nulite Lighting products are F.O.B. Denver, Colorado, U.S.A. Freight will be the responsibility of Nulite Lighting on all orders totaling \$5,000.00 or greater (USA). Buyer will be responsible for freight on orders less than \$5,000.00 (USA). In this latter case, the order will be shipped prepaid freight and the applicable costs will be added to the invoice. All claims for loss or damage in transit must be made by consignee to carrier within 30 days. Concealed damage claims must be reported to the carrier within 15 days from receipt of shipment

Nulite Lighting reserves the right to ship all orders placed by Buyer in one complete shipment, as well as select the carrier. Nulite Lighting will not be responsible for storage or reconsignment charges at or beyond the original destination address acknowledged by Nulite Lighting. Buyer will be responsible for the additional freight charges incurred when requesting partial shipments, which includes the early shipment of mounting hardware and expedited freight shipments.

Direct Shipments:

Nulite Lighting reserves the right to refuse the request of any distributor to make direct shipments of products to any destination outside the regular or assigned sales and service area of the distributor.

Date of Shipment and Delivery:

Any shipment or delivery dates are approximate and are based on the conditions existing at the time of Nulite Lighting's receipt of Buyer's purchase order and release of the Submittal of Products to Offer. Nulite Lighting will in good faith endeavor to ship by the estimated ship date or deliver by any estimated delivery date but shall not be responsible for any delays. Shipment and delivery times are not guaranteed, and Nulite Lighting is not responsible for any delays (including but not limited to those related to force majeure clauses as described below). Delay in any shipment will not relieve Buyer of any of its obligations to pay for or accept delivery of orders placed; provided, however, that if the delay or failure to deliver

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extends beyond six months from the originally scheduled date either party may, with written notice to the other, terminate the purchase without further liability.

If Buyer requests a delay in shipment of all or any portion of an order beyond its scheduled shipment date, Nulite Lighting (if it agrees to such delay) may impose a service charge of 1.0% per month (or part thereof) on the total dollar amount of the order.

Order Acceptance by Buyer:

Buyer's acceptance shall occur, if not before, when Buyer fails to reject any products within 10 days after delivery thereof. Buyer may rightfully reject only when a reasonable inspection shows that the applicable products fail to conform substantially to the specifications for the products defined by Nulite Lighting's Submittal of Products to Offer to Buyer (which supersedes any quote or purchase order). Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in the warranty referenced in these Terms.

Title:

Notwithstanding the passing of the risk of loss and damage from Nulite Lighting to Buyer as described herein, Nulite Lighting shall retain title to the products until it has received payment in full of all such amounts owed by Buyer to Nulite Lighting in connection with the products delivered hereunder or any other account. Buyer also grants Nulite Lighting a purchase money security interest in the products until such time as Buyer has paid Nulite Lighting in full all such amounts owed by Buyer to Nulite Lighting due in connection with the products. Buyer will take any action requested by Nulite Lighting in order to enable Nulite Lighting to perfect its security interest.

Cancellation and Return of Products:

Orders shall not be subject to cancellation or modification by Buyer either in whole or in part without Nulite Lighting's written consent and then only with terms agreed upon by Nulite Lighting that will include reimbursement of Nulite Lighting for all applicable costs incurred by virtue of the sale, including costs of purchased materials and engineering costs, and payment to Nulite Lighting of a reasonable allowance for profit.

Nulite Lighting's written consent must be given in advance of Buyer's return of products based on a rejection by Buyer. In such case, Buyer's payment will not be refunded, but Buyer will be given a credit toward future purchases from Nulite Lighting.

Nulite Lighting Cancellation:

Nulite Lighting reserves the right to cancel any order or sale of products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

Change in Product Design or Manufacture:

Nulite Lighting reserves the right to change, discontinue or modify the design and construction of any of its products and

to substitute material equal to or superior to, that originally specified.

Limited Warranty:

THE WARRANTY TERMS SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND NULITE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCTS, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NO AGENT, SUPPLIER OR DISTRIBUTOR OF NULITE PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF NULITE.

Limitation of Liability:

In no event shall Nulite Lighting be liable for special, indirect, incidental, or consequential damages or lost profits (regardless of the form of action, whether in contract, strict liability, or in tort including negligence); nor shall the liability of Nulite Lighting for any claims or damages arising out of or connected with these Terms or the manufacture, sale, delivery, use, maintenance, repair or modification of the products, or supply of any replacement parts therefore, exceed the purchase price of the applicable products purchased. Buyer assumes all other liability for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the order or use of Nulite Lighting's products. This Limitation of Liability shall apply to any liability for default under or in warranty, failure of or delay in delivery, or otherwise.

No Labor Charges will be accepted without prior written authorization of Nulite Lighting. This clause shall survive failure of an exclusive remedy.

Force Majeure:

Nulite Lighting will not be liable for delays in filling any order or failure in the performance of any of its obligations hereunder caused by accidents; labor disputes, disruptions, strikes or shortages of labor; 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; failure or breakdown of machinery or components necessary for order completion; viral or bacterial epidemic or pandemic; shortages of materials, fuel or power; fires, floods or other acts of God; acts or omissions of Buyer; delays in transportation or lack of transportation facilities; priorities required, requested or granted for the benefit of the government; restrictions imposed by law or any rules, regulations, or orders thereunder; or any cause, whether similar to or dissimilar from those enumerated, beyond Nulite Lighting's reasonable control. This shall include, without limitation, delays or failures in fabrication, shipment, delivery, assembly, installation, testing, and warranty repair and replacement, as applicable.

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Patents and Other Intellectual Property Rights, Mutual Indemnity:

The sale of products hereunder does not convey any express or implied license under any patent, copyright, trademark, or other proprietary rights owned or controlled by Nulite Lighting, whether relating to the products sold, service provided, or any manufacturing process or other matter. All rights under any such patent, copyright, trademark, or other proprietary rights related to any products sold by Nulite Lighting are expressly reserved by Nulite Lighting. Furthermore, Buyer agrees not to infringe, directly or indirectly, any patents of Nulite Lighting with any combination or system incorporating a product sold hereunder.

Nulite Lighting will defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based on a claim that the design or manufacture of products furnished hereunder which were manufactured solely to Nulite Lighting's designs and specifications infringe any patent issued as of the date of shipment, provided Nulite Lighting is promptly notified in writing of such suit or proceeding and is given full authority, information, and assistance by Buyer for such defense. Nulite Lighting will pay all damages and costs based on such claim of infringement which are finally awarded against Buyer in any such suit or proceeding or paid by way of settlement, but Nulite Lighting shall have no liability whatsoever with respect to any settlement made by Buyer without Nulite Lighting's prior written consent, which Nulite Lighting may withhold in its sole discretion. If such products are held to infringe any patent and their use or sale is enjoined, or if in the opinion of Nulite Lighting such products are likely to become the subject of such a claim of infringement, Nulite Lighting may, in its sole discretion and at its own expense, either procure a license which will protect Buyer against such claim without cost to Buyer, replace such products with non-infringing products, or require return of such products and refund an equitable portion of the price paid by Buyer to Nulite Lighting for such products.

The foregoing states Nulite Lighting's sole liability for any claim based upon or related to any alleged infringement of any patent or other intellectual property rights. Nulite Lighting shall have no liability for any claim of infringement or damages based on a combination of products furnished under these Terms with products, equipment or materials not furnished hereunder, or based upon any items made with the products furnished under these Terms.

Buyer shall defend and hold Nulite Lighting harmless against any expense, loss, costs, or damages resulting from any claimed infringement of patents, trademarks, or other intellectual property rights arising out of compliance by Nulite Lighting with Buyer's designs, specifications, or instructions.

Buyer Indemnity:

Buyer will release, hold harmless, indemnify and defend Nulite Lighting and its affiliates, and its and their present and

future officers, directors, officials, employees, agents, subsidiaries, successors and assigns, from and against any liability (including without limitation liability for negligence or strict liability), demands, suits, penalties, fines, forfeitures, claims, losses, damages, suits and costs (including, without limitation, interest, penalties, reasonable attorneys' fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing), regardless of the basis of liability or legal principle involved, which any or all of them may suffer, incur, be responsible for or pay as a result of or caused by, arising out of or relating to any act or omission of Buyer or its successors, assigns, agents, representatives or employees, including but not limited to their use of any of the Nulite Lighting products.

Miscellaneous:

Unless otherwise agreed to in a writing signed by Nulite Lighting, Nulite Lighting will not be bound by any obligations of confidentiality or non-disclosure. Buyer agrees that the terms and conditions quoted, offered, and provided by Nulite Lighting to Buyer related to the sale of the products, including the pricing for the products, will be and remain confidential and will not be disclosed by Buyer to third parties, except to the extent that disclosure is required under court order or is necessary to comply with any applicable law or regulation.

Buyer acknowledges that Nulite Lighting may delegate the performance of any matters hereunder.

Nulite Lighting reserves the right to publicize that Buyer has purchased products from Nulite Lighting.

The invalidity, in whole or in part, of any provision of these Terms will not affect the remainder of such provision or any other provision.

In the event of any dispute between the parties, the parties irrevocably submit to the personal jurisdiction of the state and federal courts of Colorado, U.S.A., waive any objection to jurisdiction or venue in such courts, and waive any claim that such forum is an inconvenient forum. If any action is brought to enforce or interpret the provisions of these Terms, the prevailing party will be entitled to recover from the non-prevailing party its costs and expenses incurred in the action, including reasonable experts' fees and attorneys' fees. Nulite Lighting will be entitled to recover its costs and expenses incurred in collecting money owed by Buyer, regardless of whether a lawsuit or other legal action is commenced.

These terms and conditions shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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