

DELTA LIGHT USA, LLC.

TERMS AND CONDITIONS OF SALE

GENERAL DELTA LIGHT USA, LLC. is a Florida Limited Liability Company (LLC) that imports, modifies, assembles, and distributes lighting products from the Belgium manufacturer DELTA LIGHT NV. We have a limited inventory of finished goods; however, most components are stocked in Belgium. The production and import process begins immediately upon acceptance of the PURCHASER's order (PURCHASE ORDER). All orders are subject to acceptance and are contingent on credit approval and/or receiving a deposit (see "DEPOSITS"). These Terms & Conditions of Sale establish the rights, obligations and remedies of the parties that apply to any and all transactions between the same. No additional or different terms or conditions, whether contained in PURCHASER'S purchase order form or in any other document or communication pertaining to PURCHASER'S order, will be binding on DELTA LIGHT USA unless accepted in writing by an authorized representative of DELTA LIGHT USA. DELTA LIGHT USA expressly objects and rejects any additional terms or conditions which shall be ineffective. DELTA LIGHT USA's failure to object to any provisions contained in the PURCHASER'S forms shall not be deemed a waiver of the terms and conditions set forth herein.

ORDER ACCEPTANCE An order is accepted and acknowledged in writing by DELTA LIGHT USA when the following conditions are met:

- 1) PURCHASER signs DELTA LIGHT USA'S TERMS AND CONDITIONS OF SALE (this document)
- 2) PURCHASER's credit is approved (if applicable) and/or a pro forma invoice is sent to PURCHASER for Deposit if so required (see "DEPOSITS").
- 3) PURCHASER has signed off on any discrepancies (if any) between his/her PURCHASE ORDER and our SALES ORDER. However, any part of an order that has no discrepancies will be considered accepted if all the conditions herein are met.
- 4) PURCHASER has signed off on shop drawings for custom profiles, for modified and/or special designs, and/or for non-standard finishes that may have been requested.

ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. PURCHASER, BY ISSUANCE OF A PURCHASE ORDER SHALL BE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS STATED HEREIN AND IN DELTA LIGHT USA'S ACKNOWLEDGEMENT. DELTA LIGHT USA'S WRITTEN ORDER ACKNOWLEDGEMENT (the SALES ORDER), TOGETHER WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN THE PURCHASER AND DELTA LIGHT USA AND SUPERSEDES ALL PRIOR ORAL AND WRITTEN STATEMENTS REGARDING THE ORDER. IF THERE ARE ANY DISCREPANCIES BETWEEN THESE TERMS AND CONDITIONS OF SALE AND THE WRITTEN ACKNOWLEDGMENT, THE TERMS AND CONDITIONS OF THE WRITTEN ACKNOWLEDGEMENT SHALL CONTROL. ALL ADDITIONS, DELETIONS OR OTHER CHANGES TO OR IN AN ORDER SHALL BE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

DELTA LIGHT USA WILL COMPLY WITH AND SHOULD BE BOUND BY ONLY THOSE TERMS AND PROVISIONS OF THE PURCHASER'S ORDER EXPRESSLY ACCEPTED ON THE FACE OF THE SALES ORDER RETURNED TO THE PURCHASER AND AS OUTLINED BY THESE TERMS AND CONDITIONS.

CHANGES IN PRODUCT DESIGN OR MANUFACTURE DELTA LIGHT USA shall have 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 the that originally specified.

SHIPPING DATES When an order is accepted (see "ORDER ACCEPTANCE"), DELTA LIGHT USA's written acknowledgment (the SALES ORDER) will contain a shipping date or expected lead time. Our goal is to ship on or before this date. Acknowledged shipping dates and our standard lead times are estimates and are not to be interpreted as any type of guarantee. Actual delivery time is contingent on the availability of materials and production back log. We are not responsible for any damages, penalties or labor charge-backs resulting from delayed shipments or from our inability to ship by the acknowledged shipping date, nor are we liable for damages of any kind resulting from any delay or failure to deliver or perform due to labor difficulties, customs, delay of sources of supply, transportation difficulties, acts of God, or any other causes beyond DELTA LIGHT USA's control.

CREDIT Credit, credit limits and credit terms may be established at our sole discretion. If, in the opinion of DELTA LIGHT USA, the financial condition of the PURCHASER becomes impaired or unsatisfactory, DELTA LIGHT USA may at any time limit or cancel the credit of the PURCHASER and, before delivering additional goods to PURCHASER, require PURCHASER to pay in cash for such goods and to pay for any future orders prior to release to production.

TERMS OF PAYMENT All Payments are to be made on or within the terms granted and specified on each individual Invoice. All quotations and pricing provided to PURCHASER includes a 15% discount for on-time payment. Any order not paid within terms automatically loses this discount. In addition, a lesser of 1.5% per month (18% per annum) or the greatest amount provided by law, late charge will be charged against all accounts more than 30 days old. DELTA LIGHT USA shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees) incurred in connection with collection of any amounts for goods sold in the event payment thereof shall not be made when due. Until final payment of all obligations of the PURCHASER is received by DELTA LIGHT USA, DELTA LIGHT USA reserves the title, but not the risk of loss, to all products furnished under that order. If the PURCHASER defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of DELTA LIGHT USA voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the products, DELTA LIGHT USA may treat all amounts then or thereafter owing by PURCHASER to be immediately due and payable and DELTA LIGHT USA at its election may repossess products for which PURCHASER has not paid in full. In the event of repossession of products under this section, PURCHASER agrees that DELTA LIGHT USA or its agent may enter the premises where the products may be located and remove them without notice and without being liable to PURCHASER for such repossession. PURCHASER will not

set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. PURCHASER grants DELTA LIGHT USA a security interest in all products for which title has passed (including all after-acquired products) that DELTA LIGHT USA sells PURCHASER and all proceeds of products (including but not limited to all products in which Products are incorporated and any funds and products that PURCHASER receives in exchange for products). PURCHASER consents to DELTA LIGHT USA's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by DELTA LIGHT USA.

DEPOSITS A 50% deposit is required on each item modified, any item that requires a non-standard finish and ALL custom Linear Profile systems. When the order is ready for shipment, the unpaid balance of the order will be invoiced at standard payment terms. Depending on established credit of the PURCHASER, and the credit limit given by DELTA LIGHT USA, a deposit may be required at the sole discretion of DELTA LIGHT USA. On extremely large order, a deposit, or alternately a letter of credit may be required at the sole discretion of DELTA LIGHT USA.

PRICING DURATION – MINIMUM ORDERS All prices represent those in effect at the time of quotation and are subject to change without prior notice. Only pricing on **written** quotations will be honored and only for a period of 30-days if quantities purchased are identical or higher than those identified on the written quotation. Additions to any existing order shall be considered separate orders and will be priced accordingly unless otherwise provided by DELTA LIGHT USA. When a project involves multiple phases, pricing changes may affect each separate phase and such orders will be subject to the provisions herein.

HOLD-FOR-RELEASE ORDERS Confirmed Sales Orders marked "HOLD-FOR-RELEASE" at PURCHASER's request carry a firm price for 120 days from the date of DELTA LIGHT USA's acceptance. This type of confirmed Sales Order is considered valid, binding, and DELTA LIGHT USA will begin to secure necessary components for these orders. Cancellation of "HOLD-FOR-RELEASE" confirmed Sales Orders may be subject to an up-to 50% cancellation fee. "HOLD-FOR-RELEASE" confirmed Sales Orders that are not released within 120 days are still binding but the price is subject to increase. "HOLD-FOR-RELEASE" orders are subject to a minimum of \$5,000 per order, unless previous arrangements are made in writing and authorized by DELTA LIGHT USA.

SHIPPING TERMS AND COSTS F.O.B. ExWorks: DELTA LIGHT USA - Pompano Beach, Florida. Standard transportation from Europe to our Florida warehouse is included in all quoted prices. Freight allowed by DELTA LIGHT USA on any order of standard products totaling \$5,000 or more. For partial PO shipment, the PURCHASER will be invoiced 2% of the total invoice amount for shipping and handling for delivery within the 48 contiguous States. For partial shipments, the total of the partial shipment must be \$5,000 or greater to qualify for freight allowed. Orders that do not qualify for freight allowed will ship ExWorks and the PURCHASER will be invoiced 5% of the total invoice amount for delivery within the 48 contiguous States (\$50 minimum). Orders shipped to Alaska and Hawaii are shipped ExWorks and the PURCHASER pays all shipping amount. Shipping to PURCHASER outside of the 48 contiguous States is subject, on a case-by-case basis, to quotation by DELTA LIGHT USA and will include freight, import fees, duties and applicable taxes. Crating will be billed to PURCHASER if required.

Any purchase order that includes the following products, freight will be ExWorks: DELTA LIGHT USA - Pompano Beach, Florida. Customer pays 5% freight & handling (\$200 minimum) for all large &/or delicate items, including but not limited to: Soliscape, Lass-Ohl, Super-Ohl, Supernova, Superloop, Inform, Conform, One-And-Only, Zoomer, and any item over 8'.

When DELTA LIGHT USA bears the cost of the shipment, we reserve the right to ship all line items in one complete shipment. The PURCHASER is responsible for storage charges or cartage charges beyond the destination address confirmed by DELTA LIGHT USA. Unless otherwise agreed in writing, DELTA LIGHT USA will ship all orders by the carrier of its choice to the PURCHASER. Any non-standard deliveries (such as "expedited") will incur an additional charge which will be quoted on a case-by-case basis or will require a UPS/FedEx or selected account number for billing. DELTA LIGHT USA 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.

SHIPPING CLAIMS All products are carefully inspected prior to shipment. Any claim related to loss, short-shipments or damage MUST be made within 72 hours of receipt of shipment. For any damaged item received, the consignee is responsible to report and sign the BOL at the time of delivery reporting the damage to the carrier. Upon request, DELTA LIGHT will provide evidence of goods turned over to a carrier, but reserves the right to charge a reasonable fee for all proof of delivery requests.

CANCELLATIONS • ORDERS FOR STANDARD ITEMS IN STOCK IN THE USA ARE SUBJECT TO A 50% CANCELLATION CHARGE. ALL NON STOCK ITEMS AND RELEASED TO PRODUCTION (in Belgium or in the USA), BUT NOT YET SHIPPED, ARE NOT CANCELLABLE. RELEASED ORDERS OF MODIFIED OR CUSTOM ITEMS ARE NOT CANCELLABLE. EXPEDITED ORDERS ARE NOT CANCELLABLE.

RETURNS No merchandise may be returned without a Return Goods Authorization (RGA). Any return without a RGA number clearly printed on the outside of the shipping container will be refused. Goods being returned must be shipped prepaid and received by DELTA LIGHT USA within 30 days of date that the RGA is issued. Credit for approved return of material, on standard items and previously stocked at DELTA LIGHT USA, for reasons other than valid warranty claims will be issued at the rate of 50%, less freight out and in, provided that the fixtures are returned in their original cartons with unbroken seals and provided that the product is returned within 30 days of being shipped. Unless agreed to in writing by DELTA LIGHT USA No credit will be issued for more than \$5,000.

Non-stock items and/or any products that have been imported from DELTA LIGHT Belgium are not returnable. Merchandise that has been returned for credit and that are unsealed, or not in their original cartons, will be issued only after inspection and acceptance by DELTA LIGHT USA. No credit will be issued for damaged, chipped or scratched material.

All other items including modified standard catalog items such as but not limited to custom profiles, finishes, sizes, lamping, mounting hardware parts, etc. are non-returnable. WARRANTY THE FOLLOWING LIMITED WARRANTY IS COMPLETE, EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED AND DELTA LIGHT USA HEREBY EXPRESSLY DISCLAIMS ANY OTHER EXPRESSED OR ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

- DELTA LIGHT USA warrants that that all fixtures sold will be free of defects in material or workmanship.
- The obligation of Delta Light USA under this warranty is expressly limited to the repair or replacement of product, at the sole discretion of DELTA LIGHT USA, within a period of five (5) years from the date of shipment, and only after DELTA LIGHT USA has issued a return goods authorization, received questionable products and deemed the product is, in fact, defective.

DELTA LIGHT USA will not be responsible for any charge-back or charges for labor or material, that does not have DELTA LIGHT USA's written approval by one so authorized to give said approval. Said approval must be obtained prior to any work or expenses to be incurred. DELTA LIGHT USA will not be responsible for any consequential or incidental damages in connection with any breach of this warranty.

IN NO EVENT WILL DELTA LIGHT USA BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF LIFE, LOSS OF LIMB, INJURY, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. DELTA LIGHT USA'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER DELTA LIGHT USA'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

Lamps, ballast, emergency battery packs, transformers, drivers or any other power source or control may be covered by a separate manufacturer's warranty. DELTA LIGHT USA does not make any warranties whatsoever as to these items which are sold by DELTA LIGHT USA "AS IS" and DELTA LIGHT USA will accept no responsibility or liability whatsoever therefor.

This warranty is void in any case where products are used/installed in a manner not consistent with their designed use.

EXCEPTIONS TO WARRANTY The warranty described above shall not apply in the following circumstances:

- fault in any unit after operation at different than the rated voltage (including electrical spikes);
- failure of products which have been modified or altered in any manner;
- failure of color stability or finish in non-standard paint finishes;
- in any case where products are used/installed in a manner not consistent with their designed use and/or installed with non-recommended lamps and/or when disconnect and connecting LED fixture leaving power on, causing arcing or dirty voltage.
- fire, flood or other act of God.

ASSIGNMENT PURCHASER may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder without DELTA LIGHT USA's prior written approval.

SEVERABILITY If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

FEES AND EXPENSES Purchaser shall pay any and all reasonable expenses, including, without limitation, reasonable attorney's fees, incurred by DELTA LIGHT USA in enforcing these TERMS AND CONDITIONS OF SALE or collection of any amounts owed to DELTA LIGHT USA by the Purchaser.

GOVERNING LAW, VENUE AND JURISDICTION These TERMS AND CONDITIONS and the terms of any sale or agreement between DELTA LIGHT USA and Purchaser shall be governed by and construed in accordance with the laws of the State of Florida, without reference to principles of conflicts of law. The venue for any legal proceedings arising out of or connected with these TERMS AND CONDITIONS OF SALE shall be exclusively held in Broward County, Florida, and each party hereby waives the right to challenge venue based upon forum non conveniens or otherwise. The parties expressly consent to the jurisdiction of the state and/or federal courts in and/or for Broward County, Florida for any legal proceedings arising out of or connected to these TERMS AND CONDITIONS OF SALE.

BLANKET ACCEPTANCE – TO COVER YOU FOR ALL CURRENT AND FUTURE ORDERS We have read, acknowledge, accept and agree to DELTA LIGHT USA'S TERMS AND CONDITIONS OF SALE for all orders presented to DELTA LIGHT USA. By signing we accept the TERMS AND CONDITIONS SET FORTH HEREIN for all current and future orders. We understand that failure to pay in accordance with the TERMS will result in the initiation of collections activity, and future orders will require cash in advance and a zero (0) balance due in order to be processed.

We agree to pay all reasonable expenses incurred by DELTA LIGHT USA to enforce these Terms.

Signer acknowledges that he/she is an officer of the company and/or has the authority to sign on behalf of the company.

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SIGN HERE