

## TERMS + CONDITIONS

Effective: January 1, 2017

All sales and services of EnergyLite, Inc. (“EnergyLite”) are subject to these Terms and Conditions of sale. By placing an order for EnergyLite’s sales and service, the undersigned Client agrees to the applicability of these Terms and Conditions of sale.

1. Cancellations: Orders may not be cancelled or modified, either in whole or part, without EnergyLite’s express written consent.
2. Freight: To the 48 contiguous United States, EnergyLite prepaid on shipments of \$2,500 or more.
3. Minimum Order Charge: None.
4. Shipping Dates: EnergyLite will do their utmost to meet Client’s delivery requirements and manufacture product with the acknowledged or requested shipping dates. EnergyLite cannot be held liable for manufacturing delays or for delays in delivery or any other cause not reasonably within the control of EnergyLite and not the direct result of EnergyLite’s act or omission. EnergyLite will not accept penalty charges for such delays. Shipping dates are approximate and are based on conditions existing at the time of receipt of Client’s purchase order and full information. In the event of product or supply shortages, EnergyLite reserves the right to allocate available supply equitably, taking into account contractual commitments.
5. Special/Custom Orders: Orders for special/custom, made-to-order product cannot be cancelled or returned and EnergyLite may require upfront full or partial payment for such products.
6. Shipping/Claims: Subject to the security interest set forth in Section 6, title to the products and risk of loss of the products shall pass to Client upon delivery at the Client's designated shipping point (CIP terms). Carrier routing will be at the discretion of EnergyLite unless the Client directs otherwise in writing and assumes additional charges for special routing. Client or its consignee must inspect merchandise upon receipt for any shortage, loss or damage and sign for any such discrepancies. Any such discrepancies must be reported to EnergyLite within five (5) business days after receipt so that EnergyLite may file necessary claim forms to issue proper credit to Client. To detect possible concealed damage, packages should be opened and fully inspected and any damage reported to EnergyLite within ten (10) business days after receipt. Again, this is necessary so that EnergyLite may file the claims to issue proper credit. Client shall have no right of offset from outstanding invoices with respect to any claims made. EnergyLite will not be held responsible for replacing product if not informed within the aforementioned timeframes of receipt by Client of such damage or loss to product.

7. Returns: All returns are subject to and contingent upon EnergyLite's terms and conditions for returns. Returns will only be accepted if EnergyLite issues a Return Goods Authorization ("RGA"). Any request for a RGA must be made within 30 days of invoice date. Returned merchandise must be returned to EnergyLite no later than 90 days after the invoice date. Special/Custom orders or modified standard product are not returnable. Returned merchandise must be in its original factory carton and in new and salable condition. Credit for merchandise is subject to inspection. Returns may be subject to a minimum 25% handling and restocking charge.
8. Payment: All payments shall be made in U.S. dollars. Whenever, for any reason, doubt as to Client's financial responsibility develops, EnergyLite may require cash payment in advance and/or other credit enhancements. Client grants to EnergyLite a purchase money security interest in the products delivered pursuant hereto by EnergyLite to secure payment of all amounts owing from Client to EnergyLite. Client agrees and irrevocably appoints EnergyLite its agent to execute all such documents and instruments and to take such other action as may be necessary or reasonably required by EnergyLite to perfect and otherwise protect EnergyLite's security interest hereunder. The forgoing agency is coupled with an interest hereunder and shall be irrevocable as long as Client owes any amounts to EnergyLite. EnergyLite reserves the right to charge interest of 1.5% per month and handling charges if the Client is delinquent in payment of invoices. All trade discounts may be canceled if Client's account has to be placed in collection, and the Client shall be liable for the full retail prices. In the event EnergyLite shall sue Client for any reason, EnergyLite shall be entitled to recover from Client all costs of suit and reasonable attorney's fees in addition to all other available remedies.
9. WARRANTIES: EnergyLite's current published warranties in effect at the time of shipment for the particular products purchased shall apply. If Client is buying products for resale, Client agrees that it will not provide any warranties other than the equivalent to EnergyLite's current published warranty for the Product and will make a term of resale all of the same limitations of liability and limitations of warranties contained herein and in EnergyLite's current published warranties. EnergyLite's current published warranties are available at [powersecurelighting.com/warranty.php](http://powersecurelighting.com/warranty.php), the terms of which are incorporated herein by reference. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW ENERGYLITE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCTS OR THE USE THEREOF INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
10. Limitation of Liability: NOTWITHSTANDING ANY PROVISIONS IN THESE TERMS AND CONDITIONS TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL ENERGYLITE BE LIABLE TO CLIENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM ANY PROVISION OF THIS AGREEMENT OR THE PRODUCTS SUPPLIED PURSUANT HERETO, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS EVEN IF INFORMED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ENERGYLITE ARISING UNDER OR IN CONNECTION WITH ANY SALE OF PRODUCTS EXCEED THE AMOUNT PAID BY CLIENT TO ENERGYLITE FOR THE PRODUCTS THAT



SERVE AS THE BASIS FOR SUCH CLAIM. SUCH LIMITATION IS AN ESSENTIAL PROVISION OF THIS AGREEMENT AND WAS A CONDITION UPON WHICH THE PRICING HEREUNDER WAS BASED.

11. General: These Terms and Conditions shall be governed by the laws of the State of Connecticut without reference to its internal conflicts of laws principles. In the event that any one term or condition listed above should be deemed invalid, all other terms and conditions will remain valid and in full effect. EnergyLite shall not be liable or obligated to the Client for its failure to perform hereunder if and to the extent that such failure to perform is beyond its reasonable control. These Terms and Conditions shall control in all respects concerning the purchase of products from EnergyLite notwithstanding the printed terms and conditions stated in any purchase order, sales order, order acknowledgement or other form submitted in connection with the purchase of products. Each party hereby objects in advance to any printed terms and conditions set forth in any such sales order, purchase order, order acknowledgement or other form submitted in connection with the purchase of products to the extent inconsistent with the terms and conditions contained herein.

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About PowerSecure Lighting: PowerSecure Lighting designs and manufactures the lighting industry's highest-performing LED lamps and fixtures. With superior lumen output, center-beam candlepower, and overall aesthetics and performance, PowerSecure Lighting's LED products enhance the retail, supermarket, commercial, museum and hospitality environments of the world's leading brands. PowerSecure Lighting relentlessly pushes the innovation envelope to create products that replace traditional lighting technologies with zero compromise to aesthetics and performance. To learn more about PowerSecure Lighting, visit us in person in Stamford, Connecticut, or online at [PowerSecureLighting.com](http://PowerSecureLighting.com).