

## Terms and Conditions of Sale

Unless otherwise agreed to in writing by Seller, these Terms and Conditions of Sale shall apply to all orders placed by Buyer for Solar LED Innovations, LLC products. In these terms and conditions, Solar LED Innovations, LLC designated in Seller's order acknowledgement is referred to as "Seller" and the party to whom Seller's order acknowledgement is addressed is referred to as "Buyer."

1. ACCEPTANCE OF ORDERS. Seller's acceptance of all orders and sales by Seller from the Buyer's assent to the terms and conditions of this Agreement. This Agreement shall be governed by the laws of the State of Florida as if made and performed entirely within such state.

2. ORDERS AND PRICES. Proposals for Seller to supply products to Buyer are valid for 30 days from issuance unless agreed to by Seller in writing. All prices are as stated in Seller's quote and override any prices referenced in Buyer's purchase order. All applicable taxes will be paid by Buyer, unless Buyer provides Seller with appropriate tax exemption certificates and Buyer hereby indemnifies Seller for all taxes, costs, fees, expenses, penalties, and other charges if Buyer cannot provide adequate evidence that it remitted the applicable sales tax to the destination state.

3. TERMS OF PAYMENT. All payments shall be in U.S. dollars. Buyer shall pay for products when the order is accepted via credit card, check, cash or wire transfer.

4. DELIVERY, TITLE AND RISK OF LOSS. Unless otherwise agreed to in writing by Seller, products shall be shipped EXW Seller's manufacturing facilities or inventory hub to any domestic location designated by Buyer and shall be deemed delivered to Buyer when delivered to the transportation company at the shipping point. Title and risk of loss and/or damage to products shall pass to Buyer upon delivery of the products to the transportation company at the shipping point. All products must be inspected upon receipt and claims filed by Buyer with the transportation company when there is evidence of shipping damage, either concealed or external.

DISTRIBUTORS LOCATED IN THE UNITED STATES ARE NOT AUTHORIZED TO SELL OR SHIP PRODUCTS OUTSIDE OF THE UNITED STATES WITHOUT PRIOR WRITTEN APPROVAL OF SELLER.

5. ACCEPTANCE. All products delivered hereunder shall be deemed accepted by Buyer as conforming to this Agreement, and Buyer shall have no right to revoke any acceptance, unless written notice of the claimed nonconformity is received by Seller within 5 days of delivery thereof. Notwithstanding the foregoing, any use of a product by Buyer or its agents, for any purpose, after delivery thereof, shall constitute acceptance of that product by Buyer

6. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS. 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 Seller. All intellectual property rights are expressly reserved by Seller. Furthermore, Buyer agrees not to infringe, directly or indirectly, any patents of Solar LED Innovations, LLC with any combination or system incorporating a product sold hereunder. The foregoing states Seller's sole liability for any claim based upon or related to any alleged infringement of any patent or other intellectual property rights. Seller shall have no liability for any claim of infringement or damages based on a combination of products furnished under this Agreement with products, equipment or materials not furnished hereunder, or based upon any items made with the products furnished under this Agreement. Buyer shall defend and hold Seller 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 Seller with Buyer's designs, specifications or instructions.

Seller grants Buyer a limited, non-exclusive non-transferable license to use the trade names and trademarks.

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

7. LIMITED COMMERCIAL WARRANTY. Seller shall provide to the original purchaser a limited warranty for each of Seller's commercial grade products provided under this Agreement. The terms, limitations and exclusions for the limited warranty for each product are available on [www.solargoose.com/warranty](http://www.solargoose.com/warranty). Seller reserves the right to modify its limited warranty at any time.

### 8. LIMITATION OF LIABILITY

SOLAR LED INNOVATIONS, LLC SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF REPUTATION, LOSS OF GOODWILL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SALE OF ANY PRODUCTS OR SERVICES OR THE USE THEREOF WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY. SOLAR LED INNOVATIONS AGGREGATE AND CUMULATIVE LIABILITY TOWARDS BUYER UNDER ANY AGREEMENT SHALL NOT EXCEED AN AMOUNT OF TEN PERCENT (10%) OF THE RELATED PURCHASE AGREEMENT.

Any Buyer's claim for damages must be brought by Buyer within 30 days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within 90 days of the date of the claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, proposals, agreements and understandings, whether oral or written, relating to the products to be purchased hereunder or otherwise relating to the subject matter of this Agreement. Any representation, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller.

10. PRODUCT SAFETY. Buyer shall comply fully with all industry safety standards applicable to the manufacture, distribution or sale of items incorporating the products supplied by Seller. Buyer shall comply fully with all applicable safety-related laws, rules and regulations of any governmental body having jurisdiction to regulate the manufacture, distribution or sale of items incorporating the products supplied by Seller. Buyer shall obligate all persons and entities buying such products from Buyer (other than end users) to comply with such industry standards, laws, rules or regulations applicable to such person or entity. Buyer shall defend and hold Seller harmless against any expense, loss, costs or damages relating to any claimed failure by Buyer to comply with such industry standards, laws, rules or regulations or from any bodily injury, illness or property damage resulting from products manufactured by Buyer which incorporate the products supplied by Seller.

11. GENERAL. If the products purchased from Seller are to be used in the performance of a government contract or subcontract, no government requirements or regulations shall be binding upon Seller unless specifically agreed to by Seller in writing. No modification, amendment, rescission, waiver or other change in this Agreement shall be binding on Seller unless agreed to in writing by Seller. The invalidity or unenforceability, in whole or in part, of any provision herein shall not affect the validity or enforceability of any other provision herein. Failure or delay on the part of either party to exercise any right, power, privilege or remedy herein shall not constitute a waiver thereof.