

## Terms and Conditions

1. **Pricing.** Prices on the goods specified do not include any city, state, or federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes, fees, or other charges imposed by governmental entities. When applicable, taxes will be added to the invoice as a separate charge to be paid by Buyer or may be invoiced separately. If an exemption from a tax is claimed, supporting documents must be furnished by Buyer prior to delivery. Any and all sales quotations provided by ABOVE ALL LIGHTING to Buyer shall automatically expire thirty (30) calendar days from the date issued, and are subject to termination by ABOVE ALL LIGHTING by notice to Buyer at any time.
2. **Minimum Order.** Buyer may be charged a minimum charge for consultation fees/engineering fees/supplier contact or acquisition if these services are provided prior to receiving a Purchase Order (an "Order") or a Manufacturing Contract is signed.
3. **Terms of Payment.** All payments shall be due thirty (30) days after the date of ABOVE ALL LIGHTING's invoice. All payments made after thirty (30) days from the date of the invoice shall be subject to a service charge of one and one-half percent (1.5%) per month based on the outstanding balance.

For any special order requiring ABOVE ALL LIGHTING to produce a custom made product, Buyer shall pay one-third of the total Order price upon delivery of its Purchase Order, one-third of the total Order price not less than three (3) days before ABOVE ALL LIGHTING must ship the goods pursuant to the Order, and the remaining one-third of the total Order price within thirty (30) days of shipment, subject to approved credit.
4. **Cancellations.** Buyer may not cancel or change an Order without the written consent of ABOVE ALL LIGHTING. If Buyer desires to cancel or change an Order, Buyer must deliver a written request for cancellation of the Order to ABOVE ALL LIGHTING's office. If ABOVE ALL LIGHTING consents to Buyer's written request for cancellation of the Order Buyer shall pay to ABOVE ALL LIGHTING the percentage of the total Order price which equals the percentage of the Order completed by ABOVE ALL LIGHTING at the time of cancellation.
5. **Security Interest.** To secure the payment of ABOVE ALL LIGHTING's invoice, Buyer grants to ABOVE ALL LIGHTING a security interest in all goods sold to Buyer under the Order, including all proceeds therefrom. Buyer authorizes ABOVE ALL LIGHTING to perfect its security interest through a filing of a financing statement pursuant to the Uniform Commercial Code and shall reimburse ABOVE ALL LIGHTING for any fees incurred in filing the financing statement which may be added by ABOVE ALL LIGHTING to the amount of ABOVE ALL LIGHTING's invoice to Buyer.
6. **Delivery and Risk of Loss.** All shipments under the Order are F.O.B. ABOVE ALL LIGHTING's warehouse and all risk of loss shall pass to Buyer at that time regardless of the method of shipment that may be elected by Buyer. Shipping will be added as a separate charge on the invoice
7. **Delays.** ABOVE ALL LIGHTING will not be liable for any delay in the performance of its obligations under the Order, or for any damages suffered by Buyer due to such delay, if the delay is, directly or indirectly, caused by a fire, flood, accident, civil unrest, act of God, war, governmental interference or embargo, labor strike, shortage of materials, or any other cause beyond ABOVE ALL LIGHTING's control.
8. **Materials.** The Order is conditional upon ABOVE ALL LIGHTING's ability to obtain the necessary raw materials at a reasonable price, and all shipments under the Order are subject to ABOVE ALL LIGHTING's supply schedules and any government regulations, orders, directives, and restrictions that may be in effect.
9. **Nonconforming Goods.** Buyer shall inspect all goods upon tender and delivery by ABOVE ALL LIGHTING, and should any of the goods be nonconforming goods, Buyer must notify ABOVE ALL LIGHTING, in writing, within ten (10) days of ABOVE ALL LIGHTING's tender and delivery of the

goods describing the nature of any nonconformity. ABOVE ALL LIGHTING shall have the right and option to repair or replace any nonconforming goods. The failure of Buyer to notify ABOVE ALL LIGHTING in writing that the goods are nonconforming within ten (10) days of ABOVE ALL LIGHTING's tender and delivery of the goods, shall constitute irrevocable acceptance of the goods and Buyer shall be liable to ABOVE ALL LIGHTING for the total Order price.

10. **LIMITATIONS ON DAMAGES.** ABOVE ALL LIGHTING SHALL NOT BE LIABLE TO BUYER FOR ANY LOST PROFITS OR OTHER ECONOMIC LOSS OF BUYER, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, COVER OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT BY ABOVE ALL LIGHTING,. ANY OBLIGATIONS OF ABOVE ALL LIGHTING PURSUANT TO THIS AGREEMENT OR THE FAILURE OF THE GOODS TO PERFORM IN ANY PARTICULAR MANNER.
11. **Warranties.** ABOVE ALL LIGHTING will issue warranty obligations per each product/contract. OTHER THAN AS EXPRESSLY PROVIDED IN SUCH CONTRACT, ALL GOODS AND SERVICES PROVIDED BY ABOVE ALL LIGHTING ARE PROVIDED, "AS IS", AND ABOVE ALL LIGHTING DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS, SUITABILITY, MERCHANTABILITY AND NON-INFRINGEMENT.
12. **Special Orders.** For products manufactured by ABOVE ALL LIGHTING to meet Buyer's particular specifications or requirements, Buyer shall defend, indemnify and hold ABOVE ALL LIGHTING harmless from any and all claims arising from the purchase, use, or sale of the special goods, and from any related costs, attorneys' fees, expenses, or liabilities incurred by ABOVE ALL LIGHTING therefrom.
13. **Remedies; LIABILITY LIMITATION.** In the event that Buyer is in default or otherwise breaches the Order or this Agreement, ABOVE ALL LIGHTING shall be entitled to pursue any and all remedies, legal or equitable including an action to recover the total Order price, as well as its costs of enforcing the Order, including, without limitation, its attorneys' fees. In the event that ABOVE ALL LIGHTING is in default or otherwise breaches the Order, THE LIABILITY OF ABOVE ALL LIGHTING TO BUYER FOR SUCH BREACH OR DEFAULT SHALL BE LIMITED TO THE REPLACEMENT VALUE OF THE GOODS UNDER THE ORDER WHICH IS THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR ANY SUCH BREACH OR DEFAULT.
14. **Entire Agreement.** This Agreement is intended by the parties as a final expression of the terms and conditions of the Order. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in a writing signed by both parties. No previous course of dealing between the parties or trade usage may be used to interpret, limit, or otherwise impair the operation of this agreement.
15. **Waiver.** ABOVE ALL LIGHTING shall not be deemed to have waived any rights under this Agreement or the Order unless such waiver is given in writing and signed by ABOVE ALL LIGHTING. No delay or omission on the part of ABOVE ALL LIGHTING in exercising any right shall operate as a waiver of such right or any other right. A waiver by ABOVE ALL LIGHTING of a provision of this Agreement or the Order shall not prejudice or constitute a waiver of ABOVE ALL LIGHTING's right otherwise to demand strict compliance with that provision or any other provision of this Agreement or the Order. Neither prior waiver by ABOVE ALL LIGHTING nor any course of dealing between Buyer and ABOVE ALL LIGHTING, shall constitute a waiver of any of ABOVE ALL LIGHTING's rights or of any of Buyer's obligations as to any future transactions. Whenever the consent of ABOVE ALL LIGHTING is required under this Agreement or the Order, the granting of such consent by ABOVE ALL LIGHTING in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Buyer.

16. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when a record has been actually delivered, deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown upon the Order, received by telecopy or received through the Internet. Any party may change its address for notices under this Agreement by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address.
17. **Interest and Fees.** In the event of any dispute arising out of the Order, this Agreement or the transaction described therein, in addition to an award of damages, the ABOVE ALL LIGHTING shall be entitled to recover: (1) pre-judgment interest on any amount awarded at a rate of 1 ½% per month, or the highest rate permissible by law, whichever is lower (2) all expenses of litigation, including without limitation all filing fees and court costs; and (3) all attorneys' fees incurred regardless of whether such fees or expenses are incurred before or after the initiation of litigation.

To execute this Agreement, Buyer shall sign below or sign the Purchase Order to which these terms and conditions are attached.