

## TERMS & CONDITIONS OF SALE

1. **Contract.** Each sale of Greenlite products and the acceptance of any purchase order submitted by a purchaser is expressly made conditional on Purchaser's assent to these Terms and Conditions of Sale. Greenlite agrees to furnish the products only upon the terms and conditions of this Agreement. Any additional, different, or conflicting terms and conditions set forth in any documents issued by a Purchaser at any time, including without limitation any purchase orders and any specifications are hereby objected to by Greenlite, shall be wholly inapplicable to any sale of Products and shall not be binding in any way on Greenlite. No waiver or amendment to the terms and conditions of this Agreement shall be binding on Greenlite unless made in a writing expressly stating that it is such a waiver or amendment and signed by Greenlite.

2. **Payment.** Greenlite may, but is not obligated to, sell products to a Purchaser on credit. In the event that Greenlite sells products on credit, then: payment in full shall be due and payable thirty (30) days from the date of invoice. Other forms of payment that Greenlite may, but is not obligated to, accept are: VISA, Mastercard, American Express, and Cash On Delivery (COD) whereby the Purchaser is responsible for any COD fees.

3. **Limited Warranty.** Greenlite products are guaranteed to be free from defects in material and/or workmanship and to perform as advertised when properly installed, used, and maintained in accordance with written instructions and operated within specification. Failure to adhere to and/or comply with instructions will void all associated warranty obligations.

Greenlite's liability under this warranty shall be solely limited to replacement of Greenlite's defective parts within the warranty period. Greenlite will not be liable under any circumstances, for consequential or incidental damages, including, but not limited to, personnel injury or labor costs.

Should any electrical connector/terminal (crimp terminal, twist-on connectors, et al.) prove defective within one year from the date of purchase, they will be replaced without charge, provided the defective part(s) is returned to Greenlite for quality control evaluation. Greenlite reserves the right to review any report of defect in order to determine the validity of claim. Product(s) not deemed defective by our quality assessors will be returned to the client at the client's expense.

Should any nylon product (cable ties, mounting bases, et al.) prove defective within ninety (90) days from the date of purchase, they will be replaced without charge, provided the defective part(s) is returned to Greenlite for quality control evaluation. Greenlite reserves the right to review any report of defect in order to determine the validity of claim. Product(s) not deemed defective by our quality assessors will be returned to the client at the client's expense.

4. **Delivery and Acceptance.** Greenlite will make reasonable efforts to notify Purchaser of the anticipated delivery date of purchase orders upon request. Purchaser shall be on site upon delivery and shall be responsible for unloading the products. If within forty-eight (48) hours of delivery Purchaser has not provided Greenlite an itemized written notice of an objection to the condition of the products, Purchaser shall be deemed to have accepted the products as satisfactory in all respects.

5. **No Damages for Delay.** Although Greenlite will attempt to meet shipment and delivery schedules, Greenlite will not be liable to Purchaser for any damages resulting from late shipment or delivery, including but not limited to direct, indirect, economic, incidental, or consequential damages, including without limitation lost profits or income, loss of use, downtime, cover, and employee or independent contractor wages, payments, and benefits.

6. **Transportation Expenses.** All transportation expenses shall be paid by Purchaser unless both Greenlite and Purchaser agree with written consent for special transportation terms.

7. **Risk of Loss.** The risk of loss, theft, destruction, or damage to products shall pass to Purchaser.

8. **Taxes.** The purchase price does not include sales, use, excise, or similar taxes. Consequently, in addition to the purchase price for products, the amount of any present or future sales, use, excise, or other tax applicable to the sale or use of the products sold hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Greenlite with a tax-exemption certificate acceptable to the taxing authorities. Purchaser shall indemnify, defend, and hold Greenlite harmless from all such taxes.

9. **Limitation of Liability.** Greenlite's liability for any claim of any kind, including negligence and breach of warranty, for any loss or damage resulting from, arising out of, or relating to the manufacture, sale, delivery, resale, repair, or use of the products shall in no case exceed the purchase price for the products which give rise to the claim.

10. **Force Majeure.** Greenlite shall not be liable for any actions or failure to act due to causes beyond its reasonable control, or due to acts of God, acts of Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials, or processing facilities.

11. **Termination, Reduction in Quantity, Rescheduling Delivery.** In the event Purchaser desires to terminate any part or all of its purchase order, reduce the quantity of products ordered, or reschedule the delivery, fair compensation shall be made to Greenlite which shall take into account, among other things, expenses incurred and commitments already made by Greenlite, reasonable costs and expenses incurred by Greenlite in making settlement hereunder, the increased costs incurred by Greenlite by reason of a revision in the delivery schedule, and in the case of termination or reduction in the quantity of Purchaser's purchase order, the profit reasonably anticipated by Greenlite.

12. **Return Policy.** Prior authorization must be obtained from Greenlite for the return of any Product, which authorization Greenlite may withhold at its discretion. If a return is authorized, transportation charges are the responsibility of the Purchaser. Items returned for refund are subject to a charge of 15% or more to cover inspection, reconditioning, restocking, and repackaging. Returned goods must be received undamaged. Risk of loss with respect to returned goods shall remain with Purchaser until receipt by Greenlite.

13. **Remedies.** In the event of Purchaser's default under these Terms and Conditions of Sale or in the performance of any purchase order, Greenlite shall have available all rights and remedies at law or in equity. Purchaser agrees to pay Greenlite all costs and expenses, including attorney's fees, incurred by Greenlite in exercising any of its rights and remedies. No failure on the part of Greenlite to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof. No waiver by Greenlite of any default shall constitute a waiver by Greenlite of any additional or subsequent default.

14. **Entire Agreement.** All agreements and understandings of any character heretofore made between Greenlite and Purchaser are embodied herein, and no changes shall be made hereto unless the same shall be in writing and duly signed by an authorized representative of both Greenlite and Purchaser. No terms or provisions contained in any purchase order submitted by Purchaser shall apply.

15. **Severability.** In the event any provision of these Terms and Conditions of Sale is held or determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

16. **Arbitration.** Greenlite may, at its discretion, settle any claim or controversy arising out of or relating to any purchase order, or the breach of non-performance of any provision hereof, by arbitration in accordance with the Arbitration Rules of the American Arbitration Association in effect at the time such claim or controversy arises. Purchaser and Greenlite agree that any arbitration shall be administered and conducted at Los Angeles, California.

17. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of California without reference to its conflict of laws provisions. Purchaser hereby submits to the exclusive jurisdiction of courts of competent jurisdiction in Los Angeles County, California with respect to any claim or controversy arising out of or relating to this Agreement, or the breach of non-performance of any provision hereof. The United Nations Convention for the International Sale of Goods shall not be applicable to this Agreement.