

TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT

These Terms and Conditions of Sale establish the rights, obligations, and remedies of Millennium Lighting, Inc. ("Seller") and Buyer, form the entire agreement between Seller and Buyer, and apply to all transactions between Seller and Buyer unless otherwise specifically agreed to in writing by both parties. All prior oral or written agreements, including but not limited to terms in Buyer's purchase order, which are different from or in addition to these Terms and Conditions of Sale are not binding on Seller unless expressly accepted in writing by Seller's duly authorized representative.

2. SHIPMENT

All orders are shipped F.O.B. point of shipment. Title and risk of loss will transfer to Buyer upon tender of goods to Buyer, Buyer's representative or common carrier. The cost of any special packaging or handling caused by Buyer's requirements or requests will be added to the amount of Buyer's order. If Buyer causes or requests a delay of shipment, or if Seller ships or delivers an order erroneously as a result of inaccurate, incomplete, or misleading information supplied by Buyer or Buyer's agents or employees, all storage and other additional costs and risk will be borne by Buyer.

3. PRICE

All prices are subject to change unless otherwise noted on Seller's quotation. Buyer will be invoiced at prices in effect at the time of shipment. All taxes, transportation costs, duties and other charges are in addition to quoted prices. The amount of any sales, excise or other taxes, if any, applicable to the goods shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with a valid tax exemption certificate.

4. DELIVERY

Seller will make a good faith effort to deliver goods in accordance with Buyer's schedule. Seller will pay for expedited shipping of delayed goods if the delay in delivery is solely caused by Seller. Seller assumes no responsibility or liability for Seller's non-performance caused by an act of God, war, labor disputes, civil unrest, accidents, the inability to obtain materials, delays of carriers, contractors or suppliers or any other causes beyond Seller's control. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expenses of any kind arising from any shipping delays or failure to give notice of any shipping delay.

5. CANCELLATION

Buyer may not cancel, change or modify an order without the written consent of Seller and payment by Buyer of all applicable cancellation or re-stocking fees.

6. PAYMENT

Buyer shall pay for the goods net 30 days from date of Seller's invoice. In the event of a late payment, Seller is entitled to treat Buyer's entire account(s) as immediately due and payable without notice or demand. All past due amounts will be subject to a service charge accruing at a rate of up to 1.5% per month. Buyer shall not be allowed to retain or holdback payment and

Buyer's payment obligations are not contingent on any event other than Seller's performance. Buyer's receipt of payment or funds from any third party shall in no way relieve Buyer's obligations to pay Seller. Buyer's credit application to Seller is hereby incorporated by reference. Buyer is not entitled to set-off any amounts due to Seller by any amount due by Seller to Buyer in connection with any transaction governed by these Terms and Conditions of Sale.

7. INTERNET SALES

Buyer shall be permitted to sell goods purchased from Seller only on Buyer's proprietary website(s). Buyer agrees that Buyer shall not sell goods purchased from Seller on any virtual marketplace in any manner, unless specifically authorized to do so, in writing, by Seller.

8. INSPECTION AND ACCEPTANCE

Buyer shall examine all goods upon receipt and prior to installation. All claims for damage, shortage, and errors in shipment or improper delivery must be made to Seller in writing within five (5) business days of delivery, after which date Buyer will be deemed to have accepted the goods and will have no right to reject the goods or to revoke acceptance. Buyer must make any claims for billing errors or adjustments to Seller in writing within ten (10) business days from the invoice date. Claims not received in writing within such period of time will be waived by Buyer.

9. RETURNS

Buyer may return any good which Seller stocks and which is not a special order item within ninety (90) days if: (i) it is in new condition, suitable for resale in its undamaged original packaging and with all original parts; and (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. All returns are subject to a re-stocking fee, unless otherwise agreed to by Seller. Special orders or non-stock goods may be returned if the manufacturer is willing to accept the return and Buyer agrees to reimburse Seller for any restocking or cancellation fees charged by the manufacturer. Buyer should contact Seller for instructions regarding returns. Sales on discontinued goods are final sale and are not eligible for return or exchange unless such goods were shipped in error or are defective.

10. WARRANTIES AND LIMITATION OF LIABILITY:

Seller warrants only title to the goods sold to Buyer. All other warranties are those extended by the product manufacturer. Seller assigns to Buyer any and all manufacturing warranties and will assist Buyer to obtain repair, replacement, or other applicable remedy for a breach of warranty made known to Seller during the warranty period.

Warranty Exclusions: These warranties shall be void if there has been misuse, accident, modifications, unsuitable physical or operating environment, improper maintenance, storage or installation of the goods. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR USE OR A PARTICULAR PURPOSE EVEN IF KNOWN BY SELLER. SELLER MAKES NO REPRESENTATION, WARRANTY, OR PROMISE THAT THE PRODUCTS OR SERVICES WILL CONFORM TO ANY APPLICABLE LAWS, ORDINANCES, REGULATIONS, CODES OR STANDARDS, INCLUDING BUT NOT LIMITED TO LOW LEAD OR LEAD FREE LAWS OR REGULATIONS, EXCEPT AS SPECIFIED AND AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER. EXCEPT IN THE EVENT OF DAMAGE CAUSED BY SELLER'S NEGLIGENCE, UNDER NO

CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES CLAIMED BY BUYER OR ANY THIRD PARTY RELATED TO A BREACH OF WARRANTY OR ANY OTHER NON-CONFORMITY OF THE GOODS OR SERVICES.

11. INDEMNIFICATION

Each party (“Indemnitor”) shall indemnify and hold harmless the other party and its employees, officers, directors, and agents (each an “Indemnitee”) from any suit, cause of action, judgment or claim (“Claim”) for damages to property or bodily injury, loss of life, infringement, liability of any nature, costs, or expenses, including reasonable attorney fees (“Damages”) to the extent caused directly by the negligent act or omission or intentional misconduct of the Indemnitor. Indemnification shall not apply to Damages proximately caused by the negligence of the Indemnitee.

12. INSURANCE

Seller shall maintain all insurance as required by law and shall not allow such coverage to lapse. Seller agrees to maintain Worker’s Compensation coverage as required by applicable state law, \$2 million per occurrence and \$4 million aggregate in commercial general liability, including product liability coverage, and \$5 million in automobile liability coverage. All such coverage can be met through a standard, umbrella, or any combination of policies thereof. Upon request of Buyer, insurance coverage and these limits shall be evidenced by a Certificate of Insurance naming Buyer as an “Additional Insured”, on a primary and non-contributory basis in support of the indemnity obligations under these Terms and Conditions of Sale utilizing the equivalent of the CG2010 12/19 and the CG2037 12/19. Seller is not bound to pay any premium or other fee to an OCIP or CCIP type insurance program. Unless expressly provided in Seller’s quotation to Buyer, payment and performance bonds are not to be provided by Seller.

13. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUES, CAPITAL, BUSINESS OPPORTUNITY OR DOWNTIME COSTS, ARISING OUT OF THE SALE OF GOODS TO BUYER. THIS LIMITATION SHALL APPLY REGARDLESS OF IF THE CLAIMED DAMAGES ARISE FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY.

14. SEVERABILITY

These Terms and Conditions of Sale will be construed as if prepared jointly by the parties hereto and any uncertainty or ambiguity will not be interpreted against any one party. If any provision contained in these Terms and Conditions of Sale is held to be unenforceable then such provision will be given effect in such reduced form as may be decided by a court of competent jurisdiction, provided that, if any provision should be declared unenforceable or invalid for any reason, such unenforceable or invalid provision will be severed from the remainder of these Terms and Conditions of Sale without affecting the enforceability or validity of the remaining provisions.

15. NON-WAIVER

The failure of either Seller or Buyer to insist upon the strict performance of any of these Terms and Conditions of Sale will not be deemed to be a waiver of any of the right or remedies of Seller or Buyer, nor of its right to insist upon strict performance of such term or of any other term in the future. No waiver of any of these Terms and Conditions of Sale will be valid unless in writing signed by a duly authorized representative of the waiving party.

16. DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to these Terms and Conditions of Sale by negotiation between executives who have authority to settle the dispute. The executives must be at a higher level of management than the persons with direct responsibility for administration of these Terms and Conditions of Sale. If a dispute cannot be resolved by negotiation then either party may bring a legal action in accordance with Section 17 of these Terms and Conditions of Sale.

17. GOVERNING LAW

All disputes related to or arising out of Buyer's order are governed by the laws of the jurisdiction where the goods are delivered. Any legal action related to or arising out of Buyer's order shall be brought in the relevant state or federal court in such jurisdiction and any right to object to such venue or to assert the inconvenience of such forum is waived. The United Nations Convention on Contracts for the International Sale of Goods, and any successor thereto, shall not apply.

18. CONFIDENTIAL INFORMATION

From time to time, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; or (c) rightfully obtained by the receiving party on a non-confidential basis from a third party. The receiving party shall not disclose Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to perform its obligations hereunder. On request, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

19. COMPLIANCE WITH LAWS

Buyer is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under these Terms and Conditions of Sale.

20. FORCE MAJEURE

Any delay or failure of either party to perform its obligations under these Terms and Conditions of Sale will be excused to the extent that the delay or failure was caused directly by an event beyond such party's reasonable control, without such party's fault or negligence and that by its

nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). A party shall give the other party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under these Terms and Conditions of Sale.