



LUMASTREAM INC. TERMS AND CONDITIONS - OEM SALES

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, LumaStream, Inc. ("LUMASTREAM"), and the buyer (herein referred to as the "Buyer") hereby agree as follows:

ORDERS: The receipt by LUMASTREAM of a purchase order in any form (a "Purchase Order") from the Buyer shall be deemed to be Buyer's acknowledgement and acceptance of the Terms and Conditions of Purchase Order referenced herein (the "Terms and Conditions"). All other terms or conditions contained in the Buyer's form of Purchase Order shall not apply to any agreement between LUMASTREAM and Buyer unless otherwise agreed to in writing by LUMASTREAM. References to "Purchase Order" herein shall mean any document negotiated and executed by LUMASTREAM and Buyer (collectively, the "Parties") for the purchase and sale of LumaStream LED Power Supply products (the "Products"). These Terms and Conditions and all such Purchase Orders to be negotiated and executed between the Parties are referred to herein collectively as the "Purchase Agreement".

PROCESS: The Buyer shall provide LUMASTREAM with a copy of a Purchase Order detailing the Products or Services which Buyer requests to be provided or performed by LUMASTREAM. Upon delivery of an acceptance of a Purchase Order in writing by LUMASTREAM (the "Sales Acknowledgement"), LUMASTREAM shall provide or perform the Products or Services described in that Purchase Order in accordance with the terms and conditions of this Purchase Agreement. The Buyer acknowledges that LUMASTREAM has no obligation to provide or perform the Products or Services requested by the Buyer on a Purchase Order until the Buyer obtains a Sales Acknowledgement from LUMASTREAM in relation to that Purchase Order.

BLANKET ORDERS/LETTER OF INTENT: Blanket orders and/or letters of intent executed between LUMASTREAM and Buyer shall be in effect for a maximum of twelve (12) months from the date of agreement between the Parties in respect thereof. Buyer acknowledges that LUMASTREAM may terminate or amend the terms and conditions of a blanket order or letter of intent (including, without limitation, the pricing in respect thereof) upon the expiry of such twelve month period unless otherwise agreed in writing by LUMASTREAM.

PRICES: The prices quoted in a LUMASTREAM quote shall remain firm for acceptance by the Buyer for a period of 25 days. If the price and delivery terms are accepted, and an order is placed within 25 days of quotation, then LUMASTREAM will hold the price, as quoted, firm for the duration of the order, unless otherwise agreed to by the Parties in writing. Delivery lead-time will be confirmed at time of order placement. Prices include all charges such as inspection and standard packaging materials, unless otherwise stated. The prices are based on stated volume requirements and purchasing commitments by LUMASTREAM. Changes in quantities, delivery dates or product specifications may result in additional costs that will be charged to the Buyer.

TERMS OF PAYMENT: Net 30 days. Alternatively, terms may be established based upon credit approval and payment history. No other terms apply unless specifically agreed to in writing by LUMASTREAM. A minimum of 1.5% per month (18% per annum) will be charged on overdue accounts.

SHIPMENT: F.O.B. St. Petersburg, Florida – USA.

FREIGHT: All shipments will be made FREIGHT COLLECT unless otherwise agreed to in writing. Will negotiate on prepaid and billed.

GRANT OF SECURITY INTEREST: Buyer hereby grants LUMASTREAM a first priority, purchase money security interest in and to all the products LUMASTREAM sells to Buyer, and any proceeds therefrom, to secure payment for such products, shipping charges, and taxes. The Buyer agrees to execute any and all documents and instruments necessary to perfect such security interest including all financing statements.

CANCELLATION: Cancellation or postponement of an order or a release will only be considered if it is requested in writing earlier than 12 weeks prior to the agreed upon shipment date. Otherwise, the Purchase Agreement stands and the full selling price will be invoiced. The cancellation of parts which meet the above condition will result in a charge equal to the cost of the material purchased or committed to by LUMASTREAM plus any direct labor as well as the indirect costs incurred. Any quantities ordered but not released or shipped at the end of the contract will be sent to the Buyer. If this is not possible the remaining sum will be treated as cancelled and this clause will apply.

DEFAULT AND TERMINATION: Buyer shall be deemed in material default under this Agreement if Buyer fails to pay any amounts when due hereunder, cancels or attempts to cancel this Agreement prior to delivery or refuses delivery or otherwise fails to perform any of its obligations hereunder or fails to pay LUMASTREAM any sums due under any other agreement or otherwise. In the event of a material default by Buyer, LUMASTREAM may, upon written notice to Buyer: (1) suspend its performance and withhold shipments, in whole or in part; (2) terminate this Agreement; (3) declare all sums owed to LUMASTREAM immediately due and payable, and/or; (4) recall products in transit, retake same and repossess any products held by LUMASTREAM for Buyer's account, without the necessity of any other proceedings, and Buyer agrees that all products so recalled, taken or repossessed shall be the property of LUMASTREAM, provided that Buyer is given credit therefor. Exercise of any of the foregoing remedies by LUMASTREAM shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to LUMASTREAM under the Uniform Commercial Code or other laws.

This Purchase Agreement shall terminate immediately and automatically if either party enters or is placed into receivership, is petitioned into bankruptcy, becomes insolvent or ceases to carry on business. Notwithstanding the foregoing, the contractual obligations owing at the time of such termination as between the Parties in respect of receivables and inventories shall continue upon termination of this Purchase Agreement.

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St.Petersburg, FL 33712

FINISHED GOODS: In case of a cancellation or Engineering Change of Order to an order, the Buyer will pay for the finished goods, work in progress and raw materials contracted by LUMASTREAM. This commitment shall never exceed the quantity left on the Purchase Order and LUMASTREAM will endeavor to mitigate such loss whenever practical.

SHELF LIFE: Where LUMASTREAM agrees to build parts ahead of the Buyer's immediate requirements, these will at no time remain at LUMASTREAM as finished goods for a period greater than 3 months.

WARRANTY: LUMASTREAM warrants that the products sold under the Purchase Agreement ("Products") conform to the specifications in the LumaStream data sheet. The warranty period is shown on the Table One below per product family.

This warranty is not applicable in applications where the LumaStream LED Power Supply was used in an abnormal manner or in conditions of stress, including under/over voltage conditions or under/over current conditions or to repairs, adjustments or replacement of Products that result from misuse, negligence, alteration, modification, tampering, or improper installation and/or maintenance of the product. LumaStream reserves the right to request samples of fixtures and related installation system hardware to verify that the fixture is designed in accordance with the operating parameters of the LumaStream LED power supply.

This warranty applies only to Products that in the opinion of LUMASTREAM have been installed and operated in accordance with the LUMASTREAM application manual and the applicable provisions of the National Electrical Code/ Canadian Electrical Code and of the Safety Standards of Underwriters Laboratories (UL) or Canadian Standards Association (CSA) when promptly notified of the defect within the warranty period.

All ancillary equipment attached to or used in connection with LumaStream LED Power Supply products is expressly excluded from this warranty. Damage to Products resulting from the use of ancillary equipment not approved in writing for use with the LumaStream LED Power Supply by LUMASTREAM is expressly excluded from this warranty.

No other warranty period shall apply unless agreed to in writing by LUMASTREAM. This warranty shall be void if Buyer fails to notify LUMASTREAM in writing of any claim under this warranty within 10 days of discovery of any defect or non-conformance. Buyer shall also notify LUMASTREAM in writing of any transportation defects or quantity variations within 10 days of their discovery. This warranty constitutes Buyer's sole and exclusive remedy for claims in respect of defective or non-conforming Products and is in lieu of all other warranties, conditions, guarantees or representations relating to the Products whether oral or written, express or implied, statutory or otherwise in contract, tort, or otherwise, including without restriction any warranties of merchantability or of fitness for purpose, and any such warranty, condition, guarantee or representation is hereby excluded.

TABLE ONE

| Product Family | Warranty Period |
|----------------|-----------------|
| Thea 56, 92 | 3 years |
| Eon | 3 years |
| Trinity | 2 years |

NON WARRANTY RETURNS: Merchandise is not returnable, for any reason, without the written consent of LUMASTREAM. Buyer may not return Products without a return material authorization ("RMA") number supplied by LUMASTREAM. Any product returned by Buyer may be subject to a restocking charge up to an amount equivalent to 100% of the value of such Product as specified in LUMASTREAM's invoice to Buyer.

LIMITATION OF LIABILITY: The total cumulative collective liability of LUMASTREAM, its employees, officers, directors, representatives and agents (hereinafter collectively called the "Group") under or for breach of this Purchase Agreement for costs, losses or damages from all claims, actions or suits, howsoever caused or arising relating to Products or Services provided under the Purchase Agreement, shall not exceed the aggregate amounts paid by Buyer to LUMASTREAM during the twelve (12) months preceding the accrual of such damage or loss. In no event, whether as a result of breach of contract, warranty, tort (including without restriction negligence) or otherwise shall the Group or any members or member thereof be liable for any indirect, special, punitive, consequential or incidental damages or loss of profits, loss of use, or loss of data howsoever caused or arising, regardless of the form of action, whether in contract, tort (including negligence), strict liability, product liability or otherwise, even if the Group or LUMASTREAM individually has been advised of the possibility of such damage or loss. In no event will LUMASTREAM be liable for costs of procurement of substitute products. The foregoing limitations of liability shall not apply to damages for personal injury or death caused by the negligence of the Group or any members or member thereof while on the premises of Buyer for the purposes of providing services pursuant to this Purchase Agreement.

SEVERABILITY: Each covenant and provision contained in this Purchase Agreement shall be severable, separate and distinct and the unenforceability in whole or in part of any covenant or provision hereof shall be deemed not to affect or impair the validity or enforceability of any other covenant or provision hereof.

SURVIVORSHIP: This Purchase Agreement shall endure to the benefit of, and shall be binding upon, each of the Parties hereto and their respective heirs, executors, administrators, legal personal representatives, successors and assigns.

FORCE MAJEURE: Neither party shall be liable for delay or failure to perform its obligations hereunder (except for payment of sums due by one party to another under this Purchase Agreement) to the extent caused by an event beyond the reasonable control of such party, including, but not limited to, acts of God, acts of war, warlike hostilities, riot, fire, flood, epidemic, or other disaster, acts of government, strike, lockout, communication line, power failure or any other similar cause or causes, provided that such Party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.

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GOVERNING LAW: This Sale is made and is performable in Pinellas County, Florida. The terms and provisions of this Sale shall be governed by and construed in accordance with the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any transactions under this Purchase Agreement. Jurisdiction and venue of any dispute or legal action brought by either party arising out of or relating to the Purchase Agreement, the Products or Services or the commercial relationship between the Parties shall lie exclusively in, or be transferred to the courts of the State of Florida. The Parties hereby submit, consent and agree not to contest such jurisdiction and venue.

ENTIRE AGREEMENT: The Purchase Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Purchase Agreement and completely supersedes and negates any other related prior or contemporaneous representations, understandings, agreements, negotiations and discussions between the Parties, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Purchase Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Purchase Agreement. This Purchase Agreement may be altered, amended or modified only by another written instrument, dated and signed by the Parties and by no other means. Any such amendments, if permissible under the terms of this Purchase Agreement, may be executed and delivered by facsimile transmission and each of the parties hereto may rely on such facsimile signature as though such facsimile signature were an original signature. Both Parties hereby waive the future right to claim, contend or assert that this Purchase Agreement was modified, cancelled, superseded or changed at any time and in any respect by any other means, including but not limited to an oral agreement, course of conduct or by estoppel. Other than the provisions of this Purchase Agreement relating to Product or Service price and discount, this Purchase Agreement shall be deemed to apply to all sales of Products or Services by LUMASTREAM to the Buyer. LUMASTREAM will only ship ordered Products pursuant to a Purchase Order once in possession of a duly executed hard copy of the Purchase Agreement and a Purchase Order received from the Buyer.

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