



LUMASTREAM INC. TERMS AND CONDITIONS – SYSTEM 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 products or services (the “Products” and the “Services”, respectively). 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 in relation to that Purchase Order from 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 is accepted, and an order is placed within 25 days of quotation for delivery within 90 days from the date 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. The prices stated in this Agreement do not include transportation, insurance or any sales, use, excise or other taxes, duties, fees or assessments imposed by any jurisdiction.

TERMS OF PAYMENT: All orders must be accompanied by a fifty percent (50%) down-payment. The total balance must be paid prior to the day of shipment. LUMASTREAM may, at its option, elect to extend credit to Buyer. If LUMASTREAM extends credit to Buyer, invoices will be issued upon shipment and payment shall be due in full within thirty (30) days from the invoice date or such other date specified in the Agreement. LUMASTREAM reserves the right to change the amount of or withdraw any credit extended to Buyer. A minimum of 1.5% per month (18% per annum) will be charged on overdue accounts.

SHIPMENT: F.O.B. St. Petersburg Florida.

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 there from, 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: Orders may not be cancelled or modified, either in whole or part, without Seller’s express written consent. If Seller consents to any order modification or cancellation, it may impose an order modification or cancellation fee.

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.

FINISHED GOODS: In case of a cancellation of an order or an Engineering Change 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.

T: 727-827.2805
F: 727.827.2806
2201 1st Ave. South
St. Petersburg, FL 33712

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.

LIMITED WARRANTY: LUMASTREAM warrants that the products sold under the Purchase Agreement ("Products") conform to the specifications agreed upon through the applicable part's Data Sheet, Customer Approval Form or through an approved Engineering Change Order.

This warranty shall be void if Buyer fails to notify LUMASTREAM in writing of any claim under this warranty within 30 days of discovery of the defect or any non-conformance. Buyer shall also notify LUMASTREAM in writing of any transportation defects or quantity variations within 10 days of their discovery.

This warranty does not extend to LUMASTREAM products subjected to abnormal stresses and operating conditions or to repairs, adjustments or replacement of LUMASTREAM products that result from misuse, negligence, alteration, modification, tampering, or improper installation and/or maintenance of the product. This warranty applies only to LUMASTREAM 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 the LED Driver products is expressly excluded from this warranty. Damage to LED Driver Products resulting from the use of ancillary equipment not approved in writing for use with LED Driver Products by LUMASTREAM is expressly excluded from this warranty.

In order to consider a warranty claim, LUMASTREAM may at its discretion, require the return of the defective LED Driver products and request documentation including, but not limited to, test data and hours of operation regarding the installation and operating conditions of the defective LED Driver product.

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.

The warranty period for LUMASTREAM lighting system products are as follows:

- LUMASTREAM Fixtures (e.g. Recessed downlights, Midbay 912, SlimLine) and Power Supplies (e.g. Trinity, EON, THEA) - Five (5) years from date of shipment. Fixtures and power supplies must be used together as per LumaStream's recommended installation.
- All other products sold by LUMASTREAM are covered under their original manufacturer's warranty.

No other warranty period shall apply unless agreed to in writing by LUMASTREAM.

If the Products fail to comply with the terms of this Warranty, LUMASTREAM, will at its discretion, repair or provide a comparable replacement Product or component parts with the same or a functionally equivalent Product or component parts.

This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts.

This Warranty extends only to the Products as delivered to, and is for the sole and exclusive benefit of, the Buyer of the Products at the location of the original installation. This Warranty may not be transferred or assigned by the original Buyer. The repair or replacement of any Products or component part within the Products is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Product or component part may be required to be returned for inspection and verification of non-conformance by

LUMASTREAM, but no Products or component parts will be accepted for inspection, verification or return unless accompanied by a "Return Material Authorization" which can be obtained only from LUMASTREAM. LUMASTREAM is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to LUMASTREAM, but LUMASTREAM shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

LUMASTREAM reserves the right to make changes without further notice to any products herein to improve reliability, function, or design. LUMASTREAM does not assume any liability arising out of the application or use of any product described herein; neither does it convey any license under its patent rights, nor the rights of others.

NON WARRANTY RETURNS: Merchandise is not returnable, for any reason, without the written consent of LUMASTREAM. Buyer shall perform all inspections and tests Buyer deems necessary as promptly as possible but in no event later than 7 days after delivery of product, at which time Buyer will be deemed to have irrevocably accepted the Products. Request for permission to return merchandise must be made within 7 days after delivery. 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 price of the specific LUMASTREAM product which gave rise to the claim. In no event will LUMASTREAM, 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.

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 Purchase Order received from the Buyer.

T: 727-827.2805
F: 727.827.2806
2201 1st Ave. South
St.Petersburg, FL 33712