



## Bright Light Systems, Inc. - Terms & Conditions

Acceptance of this order by Bright Light Systems, Inc. ("BLS") is expressly conditioned upon the Terms and Conditions contained herein. If these Terms and Conditions differ in any way from Purchaser's order or if transmission of these Terms and Conditions to Purchaser constitutes or is construed as an acceptance of Purchaser's order, then additional or different terms and conditions set forth in Purchaser's purchase order or similar communication are objected to and will not be binding upon BLS unless specifically assented to in writing by an Officer of BLS. In any event, Purchaser's acceptance of the ordered Product(s) shall constitute and manifest Purchaser's assent to these Terms and Conditions.

**1. PRICES.** All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "firm" by an Officer of BLS, BLS reserves the right to invoice at the prices in effect on the date of shipment. Prices exclude any present or future sales, excise, value-added or any taxes, and where applicable such items shall be billed separately and paid by the Purchaser.

**2. QUOTATIONS.** Prices are valid for forty-five (45) days from the date of quotation.

**3. TERMS OF PAYMENT.** All payments by Purchaser shall be made in US Dollars (USD). Payment may be made by check, credit card, or wire transfer (all fees are borne by Purchaser). Unless otherwise agreed to in writing by BLS, Purchaser shall pay in full the amount of each invoice, within net thirty (30) days from the date of the invoice. If payment is not made when due, Purchaser agrees to pay to BLS interest on the amount past due at the rate of one and one half percent (1.5%) per month (18% per annum) or the maximum lawful rate, whichever is less. Nothing herein shall be deemed to extend or otherwise modify Purchaser's obligation to make payment when due.

**4. CREDIT HOLD, C.O.D., PURCHASES, COST OF COLLECTION.** BLS reserves the right to place Purchaser on credit hold when any invoice has not been paid in full forty-five (45) days after the invoice date. The credit hold will apply to existing pending shipments and to all affiliates of Purchaser. BLS may in its sole discretion require that any purchase be made on a prepaid or C.O.D. basis. In the event of Purchaser's default, Purchaser agrees to pay BLS's reasonable attorney's fees and other reasonable costs of collection.

**5. FREIGHT.** Products are shipped Ex Works E.X.W. BLS's manufacturing facility.

**6. ROUTING, HANDLING AND STORAGE.** BLS reserves the right to select the carrier and method of shipment and to route shipments at BLS' discretion. BLS will ship in the manner selected by Purchaser provided Purchaser assumes any additional transportation costs. Purchaser shall pay any handling, unloading, storage, extra labor or auxiliary charges assessed by carriers or warehousemen resulting from Purchaser's requirements for special services or Purchaser's failure to accept delivery in a timely manner.

**7. TITLE, RISK OF LOSS, ACCEPTANCE.** Title and risk of loss or damage shall pass to the Purchaser upon delivery of Products by BLS to the carrier. The Products shall be accepted by Purchaser by an authorized and qualified representative after inspection upon delivery. Purchaser agrees to accept delivery of the Products in accordance with these Terms and Conditions within ten (10) days after the delivery date. If the Products are not in conformance with these Terms and Conditions, Purchaser shall give written notice to BLS of any claim to that effect setting forth in reasonable detail the manner in which the Products do not conform. If Purchaser retains the Products after their delivery without giving BLS such notice as required within ten (10) days after delivery, such failure shall constitute an irrevocable acceptance of the Products by Purchaser except with respect to defects not reasonably discoverable by such inspection. Purchaser's sole remedy for any defects or nonconformance shall be in accordance with the warranty herein provided. Purchaser shall not return Products without a return material authorization ("RMA") number provided by BLS.

**8. DELIVERY.** Factory shipping dates given in advance of actual shipment are estimated by BLS and are not guaranteed. BLS shall not be liable for failure of or delay of performance due to (i) cause beyond its reasonable control or (ii) an act of God, act or omission of Purchaser, act of civil or military authority, government priority of other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance by BLS shall be extended for a period equal to the time lost by reason of delay. In addition to any other right which BLS may have hereunder or at law, BLS may suspend shipment of any goods for which BLS has not already received payment whenever Purchaser is in default under this or any other contract of sale between BLS and Purchaser.

**9. WARRANTY, LIMITATION OF LIABILITY.** BLS hereby warrants, to the original Purchaser, its Products shall be free from defects in material and workmanship when properly installed and maintained under normal conditions of use. BLS agrees to correct, and retains the right, in its sole discretion, to correct by repair or replacement, defects in materials or workmanship which may appear as a result of normal conditions of use within five (5) years from the date of shipment if BLS inspection proves that such defects existed at the time of shipment and Purchaser provides BLS with written notice of such defects within 30 days of noticing defect and the Products have been properly cared for and operated under normal conditions according to the Product user manual. During the warranty period specified above, BLS will repair or replace the Product or the defective part thereof at its expense, and will absorb all expenses for warranty service and repair by reason of defects in material or workmanship. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any reinstallation costs or expenses, including without limitation labor costs or expenses.

Repair or replacement of any Products shall be BLS's only obligation and the sole and exclusive remedy of the Purchaser in the event of a failure to conform to this warranty. BLS shall not be responsible for any damage resulting from improper storage or handling by employees, agents or contractors of Purchaser. Warranty will be null and void for Products serviced, modified or repaired by anyone other than Bright Light Systems, Inc. without prior

written consent. BLS shall not assume any expense or liability for repairs made to any purchased equipment and accessories not warranted by BLS, but BLS hereby passes the original manufacturer's warranties to the Purchaser to the fullest extent possible. The limited warranty covers BLS's own Products only and does not extend to the failures in performance due either to defects in any equipment or component not manufactured by BLS or to improper or insufficient information furnished to BLS regarding the performance of the equipment in question.

This is a limited warranty, and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned). This warranty applies only to the repair or replacement of the Product and only when the Product is properly handled, installed and maintained according to BLS instructions. BLS cannot be held liable for electrical supply conditions, including supply spikes, overvoltage/under-voltage that are beyond the specified limits of the Product(s). This policy does not warrant finish, poles, tenons, mounts, controls, occupancy sensors, photocells and other fixture accessories. Such items may carry a separate warranty which may differ from this policy.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (EXCEPT THAT OF TITLE) EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE MAXIMUM LIABILITY OF BLS WITH THE RESPECT TO ANY PRODUCTS (WHETHER IN TORT, IN STRICT LIABILITY, IN CONTRACT OR OTHERWISE) WILL NOT EXCEED THE PURCHASE PRICE PAID BY THE PURCHASER. IN NO EVENT WILL BLS BE LIABLE IN TORT, IN STRICT LIABILITY, IN CONTRACT, OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING (BUT NOT LIMITED TO) LOSS OF ANTICIPATED PROFITS OF REVENUES, LOSS OF USE, NONOPERATION OR INCREASED OPERATION COST, COSTS OF CAPITAL, OR CLAIMS OF CUSTOMERS OF PURCHASER.

**10. PRODUCT CHANGES.** BLS reserves the right to make changes in design and/or improvements upon its Products without prior notice and without any obligation to include these changes in any Products theretofore manufactured.

**11. RETURNED GOODS.** Prior to returning any BLS Products, Purchaser must obtain a Return Materials Authorization (RMA) number from BLS. Purchaser shall return the Product to BLS, with shipping charges prepaid. Purchaser shall only return Products to BLS with BLS's prior written approval. If the requested repairs or service (including parts replacement) are within the terms of the limited warranty, Bright Light Systems, Inc. will assume the shipping charges related to resolving the warranty claim. Replacement for the return will be charged at full price until receipt of the defective Product authorized for return. Custom fabricated Products will incur a 100% restocking charge. Restocking fees: Purchaser must pay 25% on returns within 45 days from date of shipment; 50% within 46-90 days from date of shipment; 75% within 91-120 days from date of shipment; 100% after 120 days from date of shipment. All shipping charges are the responsibility of the Purchaser.

**12. CANCELLATION.** Written consent of BLS must be obtained prior to a cancellation of any order. Cancellation of any order will subject the Purchaser to a cancellation charge based upon expenses already incurred and commitments made by BLS.

**13. ASSIGNMENT.** The delegation or assignment by Purchaser of any or all duties or rights hereunder without the prior consent made by BLS shall be void.

**14. SOFTWARE LICENSE.** Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and BLS retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Purchaser shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Purchaser shall not copy, disclose or display any such software, or otherwise make it available to others.

**15. GENERAL.** BLS reserves the right to change any feature of its published specifications without notice to promote production improvement and/or allow for materials availability. Any representation, affirmation of fact and course of dealings, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be binding upon BLS unless specifically assented to in writing by an Officer of BLS. The validity, performance, and all matters relating to the interpretation and effect hereof and any amendment hereto shall be governed by the laws of the State of Georgia, USA. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association taking place in Fulton County, Georgia. Judgment of the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties also expressly agree that they will cooperate in the exchange of documents and lists of witnesses (including any experts) before the arbitration as well as interviewing or deposition of witnesses. The prevailing party in any arbitration shall be entitled to recovery of its reasonable expenses incurred in enforcing these Terms and Conditions.

**16. AUTHORITY.** The person signing on behalf of Purchaser represents and warrants to BLS that such person is an authorized agent of Purchaser, with full power and authority to enter into the agreement defined by these Terms and Conditions.

**17. EFFECTIVE DATE.** These Terms and Conditions supercede any previous issues and are effective January 1, 2015.

**Bright Light Systems reserves the right to change these Terms and Conditions at any time without notice.**