

TERMS & CONDITIONS

Acceptance and Governing Terms

These Terms and Conditions of Sale shall apply to all sales of products by Linmore LED Labs (Linmore) to Customer/Purchaser. As used in these Terms and Conditions of Sale, “we” and “our” shall refer to Linmore. Unless otherwise specifically agreed in writing by an authorized representative of Linmore, any different or additional terms and conditions proposed by and/or contained in a purchase order, response to a quotation, or other proposal are hereby rejected by Linmore and shall not be incorporated into the agreement for sale of Linmore products. Customer’s assent to these Terms and Conditions of Sale shall be conclusively presumed from Customer’s ordering products quoted by Linmore. If Linmore is found to have acknowledged Customer’s order or proposal, and such acknowledgment constitutes an acceptance of an offer, such acceptance is expressly made conditional on Customer’s assent solely to these Terms and Condition of Sale which shall form part of the acknowledgment and acceptance by Customer of any products and shall be deemed to constitute such assent. If any quotation or other document of Linmore is deemed to constitute an offer to Customer, Customer’s acceptance of such offer is limited to these Terms and Conditions of Sale.

Sales Tax

Customer shall provide to Linmore a copy of applicable state sales tax certificates prior to the shipment of any orders. If no such certificate is supplied, Linmore may assess applicable sales and/or use tax on the invoice.

Terms of Payment

Terms of payment shall be as stated on the invoice. If a credit limit is granted, Linmore’s standard payment terms are Net 30. A service charge of 1.0% per month will be charged by Linmore on any balance which is beyond the stated due date. All orders must include a written purchase order. Should it be necessary for Linmore to institute formal proceedings to collect any past due amounts, Linmore shall be entitled to recover its attorney’s fees and any other costs associated with the proceedings. Notwithstanding the acceptance of an order by Linmore, we reserve the right not to ship product to a party not paying in accordance with our terms or who, in the sole opinion of Linmore, may be unable to meet its payment obligation to Linmore. Credit limit, if any is granted, shall be determined in Linmore’s sole discretion. A personal guarantee, audited financial statements and/or irrevocable standby letter of credit may be required. Linmore reserves the right to file a Pre-Lien on orders exceeding \$100,000.

Freight Terms

Free Freight Allowance (FFA), CA and NV:	\$2,500
Free Freight Allowance (FFA), remaining 46 Continental States*:	\$3,000

For orders less than the applicable FFA, all freight charges will be FOB Linmore factory prepaid and add. For all orders greater than the applicable FFA, all standard freight charges will be FOB Linmore factory prepaid within the continental United States. Orders for sheet metal components such as strip channels and channel covers are excluded. Expedited orders over the applicable FFA will have expedited freight added to the invoice. Any special charges for handling or lift gate usage or similar services will be added to the invoice. All shipments will be made via carrier selected by Linmore. Linmore reserves the right to ship all items on orders in one complete shipment, and in any event, orders must comply with minimum tray or pallet quantity requirements as set forth in the price list. Linmore will not be responsible for storage charges or cartage charges beyond the destination address acknowledged by Linmore or for rescheduled delivery dates or times. Any/all additional on-site storage charges will be the responsibility of the Customer. If Customer requires a 24-hour notice before delivery a service charge of \$40.00 will be prepaid and added to the invoice to offset the carrier charge.

* Hawaii Shipments: Free Freight to the Los Angeles/Long Beach Harbor.

Alaska Shipments: Free Freight to the Seattle Harbor.

Canadian Shipments: Free Freight to the most appropriate US Border City. Customer responsible for importing costs.

Title Transfer and Freight Claims into Stock/Drop Ship

Title to all products shall pass from Linmore to Customer upon execution of bill of lading or tendering freight to carrier's agent or Customer's agent, whichever shall first occur. Consignee must make all claims for loss or damage in transit to carrier immediately upon receipt of shipment. All claims of damage or shortage must be clearly documented on bills of lading at the time of receipt in order to protect consignee's rights.

Ordering Procedures

All purchase orders must be in writing with shipping address, shipping contact and phone, quantities and complete product description. Linmore may accept or reject any order without liability to Customer and any order shall not be binding on Linmore until it has been approved and accepted by Linmore at its home office.

Canadian shipments require broker information to be listed on the purchase order. This information needs to include Brokerage Name, Contact Name, Phone Number for Contact and Email Address for Contact.

Order Cancellation/Changes Terms

Linmore will not accept change orders or order cancellations after 24 hours of receiving a purchase order. In the event an order is canceled, or a change order is accepted by management, a cancellation or change order fee of up to 30% may be assessed. Verbal order cancellations and or changes will not be accepted.

Patents; Trademarks; Copyright and License Notice

Linmore retains all proprietary rights in and to all intellectual property, including designs, engineering details and other data and information pertaining to all products sold hereunder, except to the extent rights are expressly granted under a separate written license agreement signed by an authorized legal or business representative of Linmore. Whether or not covered by a registration or application, all Linmore patents, trademarks, trade secrets,

know-how, domain names, copyrights, trade names and/or logos associated with Linmore products and services or with Linmore business are the sole property of Linmore. Unless otherwise specified, all materials containing logos, graphics, marks, icons and images associated with or of Linmore, as well as the selection, assembly, and arrangement thereof, are the sole property of Linmore or the companies it represents. No materials may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without prior written permission from Linmore. All rights not expressly granted herein are reserved. Any unauthorized use of the materials may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Specifications

Linmore reserves the right to discontinue items, modify designs, substitute materials and change specifications and/or dimensions without notice and without incurring any liability. Linmore in no way, express or implied, accepts responsibility for selection of input voltage. Unless specifically agreed by Linmore in writing, it does not warrant compliance of Equipment with Purchaser's individual project specifications.

Credit Cards

Standard procedure for credit card transactions is that the credit card on file will be processed the day the order leaves Linmore LED. A convenience fee will be charged for all material and applicable freight charges. This charge will not apply to Sales Tax.

The fees are as follows:

- Master Card, Visa, Discover: 3%
- American Express: 4%.

Minimum Order Policy

A service charge of \$50.00 may be added to all original orders less than \$250.00 (exclusive of freight and taxes). This service charge is waived for a new customer's first order.

Delivery and Delay

Shipping dates are approximate and are based on conditions existing at the time of Linmore's receipt of the purchase order. Linmore will use commercially reasonable efforts to ship by the estimated shipping date, but it shall not be responsible for any delay or any damage arising from a delay. Delivery dates in no event shall be construed as falling within the meaning "time is of the essence." In addition, Linmore shall not be liable for any damages, loss or delay due to war, riots, fire, flood, Acts of God, strikes or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the Purchaser, embargo, shortage of transportation facilities or delay in transportation, or inability to obtain necessary labor or materials from usual sources, other contingencies of manufacture or shipment, or other causes beyond the reasonable control of Linmore.

Claims for Shortages

Linmore will not accept any claims for shortage of material unless such alleged shortage is reported within 5 days from receipt of shipment at destination.

Returns - Non Defective

No merchandise may be returned by Customer without prior written authorization in the form of a Return Goods Authorization (RGA) which has been issued by Linmore expressly for the merchandise to be returned. This RGA will be issued at the sole discretion of Linmore and must be requested by Customer within 60 days of the Bill of Lading Ship Date. Returned merchandise must be in its original sealed packaging. Returned merchandise must be brand new (never hung, installed, or mounted). No non-stocking special products, custom made product, or outdated or modified versions of cataloged factory stocking items may be returned by Customer. The minimum value, for which an RGA will be issued, is \$500, except for products considered by Linmore to be defective in workmanship or materials. All returns will be subject to a handling and restocking charge up to 30%, and a charge back will be made for the freight expense of the original shipment. Merchandise accepted for return must be shipped prepaid to the factory.

The process to attain authorization for a non-defective RGA will be as follows:

- Customer Service to issue any and all authorizations for non-defective RGA's.
- A pre-approval must be issued prior to shipment back to the factory.
- RGA number must be included on the packing slip, Bill of Lading and pallet (not on the product packaging).

Furthermore, only items and quantities pre-approved will be accepted. Noncompliance of the above policy in part will result in refusal at the Linmore receiving dock.

If you have any questions, please contact Customer Service at 559-485-6010.

Returns - Defective/Damaged

No merchandise may be returned by Customer without prior written authorization in the form of a Return Goods Authorization (RGA) which has been issued by Linmore expressly for the merchandise to be returned. This RGA will be issued by Linmore with explicit instructions regarding the course of action at the sole discretion of Linmore. Any merchandise damaged during shipment from Linmore must be identified and noted on the Bill of Lading immediately upon receipt and photographs must be taken and submitted to Linmore as proof of damage. All product returned to factory must be clearly marked and identified with the RGA number on the Bill of Lading/ Packing List, not on the product or packaging. Any/all freight without proper RGA authorization will be refused at our dock.

Pricing Changes

Prices are subject to change with 30 days' notice, unless otherwise stated on Quote.

Changes in Product Design

Linmore reserves the right at any time and without notice to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

Conditions of Sale - Warranty

Linmore warrants that all products will be free from defects in material or workmanship for a period, as outlined in any product specification and/or Linmore's Limited Warranty, from the date of purchase, provided that the products are used under normal operating conditions. Certain components not manufactured by Linmore may also be covered by a manufacturer's warranty and any claim thereunder should be made directly with the manufacturer. Customer shall be responsible for all required reporting or product registration to the manufacturer of components not made by Linmore in order to perfect or protect rights available under such warranty. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The applicable warranty provided by Linmore is void if the products are exposed to fire, accident, abuse, negligence, objects striking the products or corrosive atmospheres such as chemicals, alkalines, acids or other chemical fumes, or are altered or repaired by anyone other than Linmore. Any other warranties provided by manufacturers other than Linmore are subject to the terms, conditions and limitations of those warranties. The exclusive remedy for Linmore's breach of the applicable warranty provided by Linmore is that Linmore will replace the defective product with an equivalent product or a component (not including the costs of installation). Linmore warrants its products in accordance with the Linmore standard product warranties. These Linmore standard product warranties are exclusive. There are no other express or implied warranties made or offered by Linmore, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Moreover, no other express warranty or guarantee given by any person or entity with respect to Linmore products shall bind Linmore.

Limitation of Liability

IN NO EVENT SHALL LINMORE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, REGARDLESS OF WHETHER LINMORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LINMORE'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. IF SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE MAY NOT APPLY.

Custom Designed Product Procedure and Terms

The necessary first step is to fill out a new product or non-standard quote request form available from Account Manager. This form requires detailed information on the new product design or product modifications. If detailed drawings or pictures are available, they should also be included with the form. A formal quotation will be generated based on the information provided and an estimated lead time will be given. The quotation may include engineering fees. If samples are required (Linmore recommended), a purchase order must be submitted that includes the product cost plus any applicable engineering fees. If, after the samples are purchased, a larger order is placed for

the same product, Linmore, at its discretion, may credit back any applicable engineering fees. Absolutely no returns of custom designed and manufactured material will be allowed. Custom designed products will usually require additional lead times and may be subject to other conditions.

Entire Agreement; No Waiver

This contract contains the entire agreement of the parties, and any prior and future understanding, agreements and representations, oral or written, shall be deemed superseded and merged herein. Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder.

Confidential Information

Customer shall not at any time use any Confidential Information for any purpose other than for the purposes of carrying out its activities and transactions as a Customer of Linmore products and shall not, without the prior written consent of Linmore, at any time disclose any Confidential Information to any person who does not have a need to know the same in connection with Customer's activities and transactions. The term "Confidential Information" includes: (i) all formulae, test results, production and manufacturing data and all other technical information related to the design, development, manufacture or specifications of Linmore's products; (ii) any information concerning any product under development by or being tested by Linmore but not yet offered for sale; (iii) the pricing policies of Linmore, the prices charged by Linmore to any customer, the volume of orders of any customer and all other information concerning pricing and volume of orders between Linmore and any customer or proposed customer; (iv) any information concerning the marketing programs or sales strategies of Linmore; (v) any financial information concerning Linmore; and (vi) any other information determined by Linmore to be confidential and proprietary and which is identified as such prior to or at the time of its disclosure to Customer. Confidential Information shall include information which is in oral, written or electronic form. Confidential Information shall not include, and the obligations stated above shall not apply to, any information that (a) is or becomes publicly known without the fault of Customer; or (b) is known by Customer prior to its disclosure by Linmore. Customer agrees that it shall take all steps necessary to ensure that its employees and agents maintain the confidentiality of all Confidential Information and use it only in the manner provided herein.

Date:

Company Name:

Authorized Person Name: (printed)

Signature:
