Standard Terms And Conditions Of Sale - Limited Warranty

1. **Offer, Governing Provisions, and Termination.** THESE TERMS AND CONDITIONS OF SALE SHALL GOVERN ALL GOODS AND SERVICES ("PRODUCTS") PROVIDED BY PHOENIX PRODUCTS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("PHOENIX PRODUCTS") TOGETHER WITH ITS AFFILIATES OF RIG-A-LITE LLC, A TEXAS LIMITED LIABILITY COMPANY AND BETA LIGHTING LLC, A DELAWARE LIMITED LIABILITY COMPANY OR ANY OF THEIR DIRECT OR INDIRECT SUBSIDIARIES EXISTING FROM TIME TO TIME (IN ANY SUCH EVENT, EACH AN "AFFILIATE" AND COLLECTIVELY, WITH PHOENIX PRODUCTS, "COMPANY") TO ITS IMMEDIATE CUSTOMER ("CUSTOMER") FROM TIME TO TIME, WHETHER THE SALE OF SUCH PRODUCTS IS MADE BY ISSUANCE OF A WRITTEN PURCHASE ORDER, ELECTRONIC PURCHASE ORDER, CALL-IN ORDER, OR OTHERWISE, AND ARE INCORPORATED IN THEIR ENTIRETY BY THIS REFERENCE INTO ALL QUOTATION, PURCHASE AND SALE DOCUMENTS AND INFORMATION EXCHANGED BY COMPANY AND CUSTOMER. COMPANY'S ACCEPTANCE OF CUSTOMER'S ORDER(S) IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS WITHOUT MODIFICATION OR SUPPLEMENT. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY CUSTOMER ARE REJECTED IN THEIR ENTIRETY AND SHALL BE DEEMED A MATERIAL ALTERATION OF THESE TERMS AND CONDITIONS UNLESS SPECIFICALLY AGREED TO IN WRITING BY COMPANY, NOTHWITHSTANDING COMPANY'S ACCEPTANCE OF PAYMENT FOR OR DELIVERY OF ANY PRODUCTS OR PARTS. This writing is not an acceptance of any offer made by Customer; and Company hereby objects to and rejects any additional or different terms, which may be contained in any of Customer's purchase order, acknowledgement or other forms, or in any other communication heretofore or hereafter received from Customer. IF, NOTWITHSTANDING THE FOREGOING, COMPANY'S ORDER SHALL BE DEEMED AN ACCEPTANCE OF A PRIOR OFFER BY PURCHASER, SUCH ACCEPTANCE IS LIMITED EXCLUSIVELY TO THESE TERMS AND CONDITIONS AND THE PRICE, QUANTITY, DELIVERY AND OTHER TERMS PROVIDED BY COMPANY. This offer expires thirty (30) days from its date unless otherwise extended by Company. THIS OFFER, WHEN ACCEPTED BY CUSTOMER, BY ACCEPTANCE OF GOODS OR SERVICES OR OTHERWISE, SHALL FORM A BINDING CONTRACT AND CONSTITUTE THE ENTIRE AGREEMENT BETWEEN COMPANY AND CUSTOMER. No agreement formed pursuant to this offer may be cancelled or altered by Customer except upon terms and conditions acceptable to Company, as evidenced by Company's written consent. Customer has no right to terminate for convenience. Customer may only terminate for Company's material breach if Company, after written notice, fails to cure within 30 days of receipt of such notice. Any termination by Customer must be in writing. In the event of a termination by Customer or Company for any reason other than a material breach by Company that Company fails to cure, Customer shall pay Company termination charges consisting of the amount, if any, specified on the Company's quotation or order acknowledgement or, if no such amount is so specified, an amount equal to all of Company's costs and expenses incurred in connection with Company's performance (including without limitation labor, material, and overhead), all costs and expenses incurred as a result of the termination, any of Company's other incidental damages, and Company's expectation damages. Regarding any breach by Customer hereunder, Company reserves all rights and remedies available hereunder, in equity or at law. Company may, in its sole discretion, elect to reduce or waive such cancellation charges. No such waiver or reduction in any case shall affect Company's right to impose such charges in any subsequent case. All references to "Company" in these terms and conditions mean Phoenix Products and each Affiliate, and all rights, remedies, limitations, exclusions, disclaimers, and protections afforded to Phoenix Products hereunder shall apply to and inure to the benefit of Phoenix Products and each Affiliate, and their respective officers, directors, employees, agents, successors, and assigns. Each Affiliate is an intended third-party beneficiary of these terms and conditions and may enforce them directly against Customer. Each sale hereunder is made by the Company entity identified on the applicable quotation, order acknowledgement, or invoice, and neither Phoenix Products nor any Affiliate shall have any liability for the obligations of any other Affiliate or Phoenix Products.

2. **Orders and Cancellation; Prices and Shipment.** Orders must be placed in a manner permitted by the Company's procedures. All orders are subject to the Company's review and approval. Custom orders shall be not be cancelled within 30 days of requested or estimated ship date. Custom orders cancelled within 30 days of requested or estimated ship date are subject to the restocking fee set forth in Section 8 unless waived by the Company in writing. Prices and product design are subject to change at any time without notice. Federal and State taxes, if applicable, are not included. Invoices are payable in U.S. funds unless otherwise noted. Prices that are acknowledged on orders are current prices. "Hold for Release" orders will be billed at prices in effect at time of shipment. All products shipped FCA (Company's Factory, Milwaukee, WI), unless otherwise agreed to by Company. A call-ahead fee will be applied to all orders requiring advanced notice of shipment delivery. Prices shall be set forth on the applicable quotation form, purchase order and sales order acknowledgement.

3. **Payment Terms.** Subject to Company's approval of Customer's credit, net payments shall be due thirty (30) days from invoice date unless otherwise agreed to in writing. If Company (at its sole discretion) determines that Customer should not be extended credit, Company may demand payment in full prior to any work or delivery. Past-due invoices are subject to an interest charge, calculated on the outstanding balance, at the lesser of (i) the rate of one and one-half percent (1-1/2%) per month or (ii) the highest rate authorized by applicable law. The interest charge is not intended as an alternative to payment when due, and upon delinquency further sales may be declined and Customer's account may be referred to a third party for collection. All amounts payable to Company are due and payable

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without setoff, deduction, counterclaim, recoupment, or withholding of any kind. Customer shall reimburse Company for all costs and expenses of collection of any past-due amounts, including, without limitation, reasonable attorneys' fees and court costs.

4. **Taxes and Other Charges**. Any manufacturer's tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer shall be paid by Customer in addition to the prices quoted or invoiced. In the event the Company is required to pay any such tax, fee or charge, Customer shall reimburse Company therefor.

5. **Warranties**.

5.1 **Limited Express Warranty**. Except as provided below, Company warrants its products against defects in material and workmanship for one (1), three (3), or five (5) years from the date of invoice. (See 5.2, 5.3 and 5.4 for exceptions.) Warranty period is noted on each product's specification sheet. Without charge to Customer, the Company will, at its option, either repair or replace any properly installed product that is the subject of a valid warranty claim, provided that the Company receives written notice of such warranty claim prior to the expiration of the limited warranty period set forth above. If a repair part or replacement product is not available, a comparable product may be substituted at the Company's discretion. The foregoing remedies constitute Customer's sole and exclusive remedies for any valid warranty claim hereunder. In partial fulfillment of Customer's purchase order the Company may supply products that have been produced by unrelated third parties and not by the Company, and the Company's products may include components and/or ancillary products that are manufactured by unrelated third parties and not by the Company ("Third Party Products and Components"). Some of these Third Party Products and Components may not be expressly identified as such. The foregoing limited warranty covers only those products and components that are manufactured by the Company and does not extend to Third Party Products and Components (regardless of whether they are expressly identified as such), nor does it extend to transportation, installation, or replacement services or charges incurred by Customer. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. The Company's finishes are warranted as above, but the Company provides no warranties of any kind with respect to custom finishes, and Customer accepts such custom finishes "as is". Company's limited warranty ceases to apply and will be void if: (i) the product has been altered or modified in any way; (ii) the defect or failure is attributable to abnormal site or operating conditions, including without limitation, excessive ambient temperatures and/or power surges, or Third Party Products and Components; (iii) the product is damaged by abuse, fire, explosion, lightning, flooding, or other acts of God; or (iv) the uninstalled product has been stored in a wet or damp location. In addition, Company makes no warranties with respect to, and Customer assumes full responsibility for, all handling of the goods after delivery, all quality control and testing of the goods, and all determination of suitability of the goods for their intended application or use. Upon Company's acceptance of a valid warranty claim, Customer shall return the defective product to Company, transportation prepaid.

5.2 **Extended Limited Warranty for Designated LED Products**. LED products with a five (5) year warranty as indicated on the specification sheet, "Designated LED Product" herein, are subject to all of the terms, conditions, and limitations set forth in 5.1, and are supplemented as follows: All parts, including the LED engine and driver, are warranted to be free from defects in material and workmanship for a period of five years from the product's original date of invoice. Subject to the limitations and conditions set forth below, if a Designated LED Product experiences a "Failure" at any time prior to five years from the product's original date of invoice, the Company, at its sole discretion, will (i) offer the necessary replacement component part; (ii) refund a portion of the invoice price as outlined herein; or (iii) offer a replacement fixture(s) up to the value as outlined herein. A "Failure" is deemed to occur only when a properly stored, installed, and maintained Designated LED Product, under normal operating conditions, delivers fewer than 70% of its stated maintained lumens. If the Company chooses not to offer a replacement component part or if the necessary replacement part is not available, it will replace or refund: 100% of the invoice price if the Failure occurs in the first year following invoice date; 80% of the invoice price if the Failure occurs in the second year following invoice date; 60% of the invoice price if the Failure occurs in the third year following invoice date; 40% of the invoice price if the Failure occurs in the fourth year following invoice date; and 20% of the invoice price if the Failure occurs in the fifth year following invoice date. The Company's obligations under this warranty are expressly limited to the replacement value, partial replacement value, refund or partial refund of the invoice price as provided above, the Company has no other liability for any defect, deficiency or failure of any Designated LED Product. These extended warranty terms are subject to all of the other terms, conditions, and limitations on warranties and remedies contained in or made a part of the Company's Standard Terms and Conditions of Sale herein. This warranty (including the Terms and Conditions of Sale to the extent incorporated herein) is exclusive and in lieu of any other express or implied warranties, including but not limited to any implied warranty of merchantability or fitness for particular purpose.

5.3 **Limited Warranty for FLEX LED docklite**. Company warrants the FLEX LED docklite to be free from defects in material and workmanship exclusively for the driver and LED board for a period of one (1) year

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from the product's original date of invoice. All other terms, conditions, and limitations outlined above in 5.1 apply.

5.4 **Limited Lifetime Warranty for Designated LED Products**. LED products with a Lifetime warranty as indicated on the specification sheet, "Designated LED Product" herein, are subject to all of the terms, conditions, and limitations set forth in 5.1, and are supplemented as follows: All parts, including the LED engine and driver, are warranted to be free from defects in material and workmanship for the lifetime of the product from the product's original date of invoice. Subject to the limitations and conditions set forth below, if a Designated LED Product experiences a "Failure", the Company, at its sole discretion, will (i) offer the necessary replacement component part; (ii) refund a portion of the invoice price/credit as outlined herein; or (iii) offer a replacement fixture(s) up to the value as outlined herein. A "Failure" is deemed to occur only when a properly stored, installed, and maintained Designated LED Product, under normal operating conditions. If the Company chooses not to offer a replacement component part or if the necessary replacement part is not available, it will replace or refund: 100% of the invoice price if the Failure occurs in the first five years following invoice date; 50% of the invoice price if the Failure occurs from year six to year ten following invoice date; 25% of the invoice price if the Failure occurs after year ten following invoice date. The Company's obligations under this warranty are expressly limited to the replacement value, partial replacement value, refund or partial refund of the invoice price as provided above, the Company has no other liability for any defect, deficiency or failure of any Designated LED Product. These extended warranty terms are subject to all of the other terms, conditions, and limitations on warranties and remedies contained in or made a part of the Company's Standard Terms and Conditions of Sale herein. This warranty (including the Terms and Conditions of Sale to the extent incorporated herein) is exclusive and in lieu of any other express or implied warranties, including but not limited to any implied warranty of merchantability or fitness for particular purpose.

5.5 **Maintenance**. Periodic maintenance and cleaning may be required to keep light fixture in peak operating condition. Buildup of dirt and/or debris can diminish performance or lead to premature failure and may void the warranty. 1. Inspect fixture monthly or (more frequently if conditions require) for dirt and debris build up on lenses and between fins of heatsink. Wash down with water as needed. 2. Inspect fasteners and verify cord grips are tight. Retighten as needed.

6. **Risk of Loss**. Title and risk of loss of goods shall pass to the Customer FCA (Company's Factory, Milwaukee, WI), upon the earlier of Company's delivery to carrier or delivery into storage, regardless of whether the transport medium or storage facilities are owned and/or operated by Company, and regardless of whether Company charges Customer for storage.

7. **Claims**. All claims for defective or damaged product or deficient orders must be made by Customer in writing fully setting forth the nature of the alleged claim within thirty (30) days after receipt thereof by Customer. Photographic evidence is required for all claims. Customer's failure to so notify Company shall constitute irrevocable acceptance of the product and a waiver of any defect, damage, or shortage. Claims for damage or loss in transit must be made by Customer directly against the carrier.

8. **Returns**. Products may be returned to Company only when Company's written permission, signed by duly authorized personnel of Company, is obtained by Customer in advance. Goods may not be returned unless they are in marketable condition. Returned products must be securely packaged and be delivered to Company prepaid and without damage. Any cost incurred by Company to put products in marketable condition will be charged to Customer. Returns are subject to a minimum 35% restocking charge. Additional charges may apply. No returned product will be accepted without all cartons marked with authorized Return Material Authorization ("RMA") number. One carton must include a copy of the RMA form in order to ensure prompt credit on return. All RMAs expire 60 days from date of issuance. Unmarked shipments will be refused by Company's receiving department.

9. **Limitation of Liability; Indemnification**. The Company's liability with respect to breaches of warranty shall be limited as provided in Section 5 hereof. With respect to other breaches of this contract or indemnification claims, the Company's aggregate liability for all claims arising out of or relating to this contract or the goods and/or services sold hereunder, whether in contract, warranty, tort (including negligence), strict liability, or any other theory of liability, shall in no event exceed the purchase price actually paid by Customer to Company for the specific goods and/or services giving rise to the claim. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SET FORTH IN THIS CONTRACT SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF ANY AGREEMENT ARISING OUT OF THIS OFFER. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, ON ANY TYPE OF STRICT LIABILITY THEORY OR ANY OTHER THEORY OF LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PENALTIES (INCLUDING ADMINISTRATIVE PENALTIES), SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, FACILITIES, SERVICES, LABOR OR SALARIES, DOWNTIME, SHUT-DOWN OR SLOWDOWN COSTS, SPOILAGE OF MATERIALS, OR FOR ANY OTHER TYPE OF ECONOMIC LOSS. All the limitations and disclaimers contained in

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this paragraph and in the rest of this contract shall apply to claims of Customer's clients or any third party asserted by Customer against Company for indemnity or contribution, as well as direct claims of Customer against Company. Customer shall indemnify, defend, and hold harmless Company and its Affiliates, and their respective officers, directors, employees, and agents (collectively, the "Company Indemnified Parties"), against any and all losses, liabilities, damages, and expenses (including, without limitation, attorneys fees and other costs of defending any action) which any Company Indemnified Party may incur as a result of any claim by Customer or others (including damage to property or injury or death to persons) arising out of or in connection with the products and/or services sold hereunder and based on product or service defects or failures not proved to have been caused solely by the Company's gross negligence or willful misconduct or, in the event of resale, by virtue of Customer's failure to properly disclaim all implied warranties and consequential damages.

10. **Right to Assurance**. Whenever Company in good faith has reason to question Customer's ability or intent to perform, Company may demand in writing adequate assurance from Customer of Customer's ability or intent to perform, and may suspend performance hereunder pending such assurance. In the event that such a demand is made and such assurance is not given within a reasonable time, Company may treat that failure as anticipatory repudiation hereof and exercise any appropriate remedy therefor.

11. **Bankruptcy**. If Customer makes an assignment for the benefit of creditors, or admits in writing its failure or inability to pay its debts as they become the subject of an "order for relief" within the meaning of that phrase in the U.S. Bankruptcy Code, or applies for or consents to the appointment of receiver for any of its property, Company may terminate any agreement arising out of this offer at any time, effective immediately upon notice. Such termination shall not relieve either party from any obligations accrued hereunder up to the date of notice of termination.

12. **Waivers**. No waiver by either party of any default by the other in the performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver of, or in any manner release such other party from compliance with any such provision, condition, or requirement in the future; nor shall any delay or omission of either party to exercise any right hereunder or otherwise in law in any manner impair the exercise of any such right thereafter.

13. **Delay in Performance**. Company shall not be liable for any damages or penalties as result of any delay in Company's performance when such delay is due to force majeure, weather events, acts of God, delay in transit, delay in delivery by any vendor of Company, or any other cause beyond the reasonable control of Company. Company may allocate its available supply of product among its customers, itself, and its affiliates on such basis as Company deems fair and reasonable if Company is unable, for any reason, to supply the quantities of product contemplated hereby.

14. **Assignment**. Customer shall not assign any of its rights hereunder without the prior written consent of the Company, and any purported assignment in violation of this Section shall be void. Company may assign or transfer any of its rights or obligations hereunder, in whole or in part, to any Affiliate or to any successor to all or substantially all of its business or assets to which this contract relates, without Customer's consent. The terms hereof shall inure to the benefit of and shall bind the successors and permitted assigns of the parties hereto.

15. **Compliance With Laws**. Company certifies that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14, thereof.

16. **Severability**. If any provision of this contract shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provision hereof, which shall be construed as if such illegal and unenforceable provision(s) had not been inserted herein.

17. **Governing Law and Choice of Forum**. This contract shall be governed by and construed under the laws of the State of Wisconsin, without reference to principles of conflicts of laws. The rights and obligations of the parties shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for International Sale of Goods. The state and federal courts having jurisdiction over the county in which the Company's main offices are located shall have exclusive jurisdiction of any dispute arising hereunder, and Customer irrevocably submits to the jurisdiction thereof and waives any defense against such jurisdiction. To the extent permitted by law, Customer agrees to reimburse Company for all reasonable attorneys' fees incurred in connection with enforcing any of Company's rights under this agreement, including, without limitation, any reasonable attorneys' fees incurred by Company in any bankruptcy proceeding involving Customer. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AND CUSTOMER EACH IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE GOODS AND/OR SERVICES SOLD HEREUNDER.

18. **Information**. Company reserves the right to send business-related communications to customers, and by doing business with Company, the Customer agrees to these terms. Communications include but are not limited to information about providing and administering products and services, new and legacy product information, service,

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alerts and other marketing communications, providing customer support, conducting surveys, and ensuring accurate communications about customer's account.

19. **Confidentiality**. Customer shall hold in strict confidence all non-public data and information of Company, including, but not limited to, all of Company's pricing data and information, computations on estimates, blueprints, sketches, models, samples, patents, trademarks, copyrights and all other Company intellectual property and data or information of third parties that Company is required to hold in confidence (collectively, the "Confidential Information") during the term of this Agreement and for a period of two (2) years from the date Customer last receives any Confidential Information, except that Customer's obligations for trade secrets shall continue until such information is no longer a trade secret as that term is defined by applicable law, and shall only use the Confidential Information as contemplated by an order or as otherwise indicated in writing by Company. "Confidential Information" shall not include information that at the time of first disclosure to Customer: (i) is, or thereafter becomes, generally available to the public other than as a result of a breach of confidentiality by Customer; (ii) is, or thereafter becomes, available to Customer on a non-confidential basis from an unaffiliated third-party source who is not under any duty of confidentiality to Company with respect thereto; (iii) was previously in the possession of Customer; or (iv) is required to be disclosed pursuant to applicable law or judicial process, provided that Customer shall, if legally permissible, provide prompt written notice to Company of the intent to disclose. All Confidential Information, as between Company and Customer, is and shall remain the sole property of Company. Within 15 days of Company's demand, Customer shall return all originals and copies of all Confidential Information to Company and destroy all intangible copies of Confidential Information (with destruction certified in writing to Company); provided that Customer shall not be required to destroy inaccessible backup copies which have been made pursuant to ordinary course data backup and recovery processes of Customer so long as such intangible copies are held in confidence indefinitely and are not used by Customer for any purpose. This section shall not supersede any confidentiality, nondisclosure or similar agreement between Company, on the one hand, and Customer or any of its affiliates, on the other, which shall survive these terms and conditions in accordance with the provisions thereof.

20. **Entire Agreement**. These terms and conditions, in combination with the respective quantities and delivery dates specified and agreed upon by both parties in a respective order, shall constitute the entire agreement between Company and Customer with respect to Customer's order and shall supersede all previous communications, warranties and representations, either written or oral, with respect to the subject matter hereof, other than any distribution, consignment, master supply, confidentiality or similar written agreements between Company and Customer, which shall survive these terms and conditions in accordance with their terms. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF A WRITTEN AGREEMENT COVERING THE SALE OF THE PRODUCTS SIGNED BY BOTH PARTIES IS IN EXISTENCE, THE TERMS AND CONDITIONS OF SUCH AGREEMENT SHALL PREVAIL TO THE EXTENT THEY ARE INCONSISTENT WITH THESE TERMS AND CONDITIONS.

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