

**COOLEGE LIGHTING INC.**
Terms and Conditions of Sale

These Terms and Conditions of Sale (these "Terms") apply to the purchase of Standard Products and/or Custom Products (each as defined below) from Cooledge Lighting Inc. or any of its subsidiaries or affiliated corporations, including Cooledge, Inc., as specified in the applicable Quotation (as defined below) (collectively, "Cooledge"). All Quotations, Purchase Orders, bills of lading and invoices for the Products or any delivery of the Products, including any services related thereto, shall incorporate and be subject to these Terms and together shall constitute the entire agreement between the buyer of the Products identified on the Quotation ("Buyer") and Cooledge (collectively, the "Agreement"). No other terms or conditions, including without limitation Buyer's standard purchase order terms and conditions, will have any application to this Agreement or any transactions occurring pursuant hereto, unless specifically accepted in writing by Cooledge.

1) DEFINITIONS

"Custom Product" means any Cooledge product that is not a Standard Product, including without limitation Specialty Illumination Solutions, custom FABRICATED luminaires, modified or customized versions of Standard Products or any variant to the Standard Products.

"Quotation" means a written document provided by Cooledge or a Cooledge representative to Buyer which shall set forth the description of the Products, the quantity of Products offered by Cooledge, the price for the Products, the address of delivery, expected delivery date(s), and any other applicable specific terms.

"Products" means, collectively, the Standard Products and Custom Products.

"Purchase Order" means a written purchase order provided by Buyer or Cooledge based on the commercial terms specified in the Quotation.

"Specifications" means the technical specifications of Cooledge regarding the Products and their components.

"Specialty Illumination Solutions" means a Custom Product whereby Cooledge provides custom designed lighting materials, fabric, frames, surface materials and installation services.

"Standard Product" means any product that is listed on the Cooledge price list or defined on the list of Cooledge's standard products on Cooledge's website, as may be updated from time to time, including without limitation FABRICATED luminaires, FABRIlum luminaires, LUMiscapes by Cooledge, light sheet products, LED drivers, systems, assemblies and accessories.

"Taxes" means all taxes, duties, charges or levies by any multinational, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or quasigovernmental body, including goods and services taxes, sales taxes and harmonized sales taxes but excluding taxes payable on Cooledge's income or capital, which are now applicable or which may be imposed in the future.

2) QUOTATIONS

Quotations are to be treated as invitations and not offers to sell. Each Quotation is open for acceptance within the period stated within the Quotation or, when no period is stated, within one hundred eighty (180) days from the date of the Quotation, but any Quotation may be withdrawn or revoked by Cooledge at any time prior to the receipt by Cooledge of Buyer's acceptance thereof. Cooledge will determine the minimum order value applicable from time to time. The price offered in a Quotation is based on the quoted quantities and product specifics only and upon the quantities referred to in the Quotation. A surcharge may be applied for orders of less than the minimum order value.

Cooledge reserves the right to amend offer pricing where a material change in manufacturing costs or exchange rates becomes apparent. Cooledge reserves the right to amend the prices in line with the price list.

3) PURCHASE ORDERS AND CONFIRMATIONS

Purchase Orders submitted by Buyer will not be binding until accepted by Cooledge by issuance of an order confirmation, at which time the Purchase Order shall become binding and non-cancellable. All information in an order confirmation is deemed correct unless Buyer notifies Cooledge of an error within one (1) business day following the issuance of the order confirmation.

4) INVOICES, CURRENCY AND TAXES

Cooledge will invoice Buyer as stated in the applicable order confirmation. If deliveries are made in installments, each installment may be separately invoiced and shall be paid for when due. Buyer must notify Cooledge of any invoice disputes, in writing, within twenty-one (21) business days following the invoice date. Unless otherwise agreed to in writing by Cooledge, prices in any Quotation, Purchase Order or order confirmation are in the currency of the United States of America (USD). The prices in any Quotation, Purchase Order or order confirmation are exclusive of Taxes, all of which will be paid by Buyer. Concurrently with payments to Cooledge hereunder, Buyer will remit to Cooledge all Taxes due in respect of the amounts payable by Buyer hereunder. If any Taxes are required to be withheld, then Buyer will pay Cooledge an amount such that the net amount received by Cooledge after withholding of such taxes will equal the amount that would have been otherwise payable.

5) PAYMENT

a) Unless otherwise agreed to in writing by Cooledge, terms of payment for orders will be net thirty (30) days from the date of invoice. The terms of payment are subject to review of Buyer's credit by Cooledge. All payments shall be made to the designated Cooledge address as stated on the invoice. No discount is allowed for early payment unless agreed to in writing by Cooledge. Notwithstanding the foregoing, at the time of placing a Purchase Order for any Custom Products, Buyer shall make a non-refundable payment to Cooledge for an amount not less than fifty percent (50%) of the aggregate payment due under such Purchase Order. For the sake of clarity (i) the fifty percent (50%) payment due at the time of the Purchase Order for Custom Products shall be applied against the invoice of the Custom Products delivered, and (ii) the balance of the invoice is due upon delivery of the Custom Products, unless agreed otherwise between Cooledge and Buyer in writing. Unless otherwise expressly set forth in this Agreement or agreed to in writing by Cooledge, all payments and deposits are non-refundable.

b) In addition to any other rights and remedies Cooledge may have under applicable law, interest will accrue on all late payments at the rate of eighteen percent (18%) per annum or the applicable statutory rate, whichever is higher and to the extent permitted by applicable law, from the due date until payment in full.

c) All deliveries of Products agreed to by Cooledge shall at all times be subject to credit approval of Cooledge. If, in Cooledge's judgement, Buyer's financial condition at any time does not justify production or delivery of Products on the above payment terms, Cooledge may require full or partial payment in advance or other payment terms as a condition to delivery, and Cooledge may suspend, delay or cancel any credit, delivery or any other performance by Cooledge.

d) In the event of any default by Buyer in the payment of any fees or charges due, or any other default by Buyer, Cooledge, shall, in addition to any other remedies available under the Agreement or at law, have the right to refuse performance and/or delivery of any Products until payments are brought

current and Cooledge may suspend, delay or cancel any credit, delivery or any other performance by Cooledge.

e) Payment method will be agreed upon before order confirmation. In case of payment by check, a US\$50 returned check fee will be assessed for any check returned for any reason. Accounts that are in arrears due to a returned check may be suspended until the balance is paid in full, including returned check and reactivation fees.

6) DELIVERY AND QUANTITIES

a) Unless otherwise set forth on the order confirmation, all shipments of Products are Ex Works (Incoterms 2020) from the applicable Cooledge distribution or manufacturing facility, at which point the Products shall be deemed delivered. Delivery dates communicated or acknowledged by Cooledge are approximate only, and Cooledge shall not be liable for, nor shall Cooledge be in breach of its obligations to Buyer, for any delivery made within a reasonable time before or after the communicated delivery date. Cooledge agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the condition that provides all necessary order and delivery information sufficiently prior to such delivery date.

b) Buyer will give Cooledge written notice of failure to deliver and thirty (30) days within which to cure. If Cooledge does not deliver within such thirty (30) day period, Buyer's sole and exclusive remedy is to cancel the affected and undelivered portions of the Agreement.

c) Buyer must give Cooledge written notice of any damage that occurred during shipping, or any missing items from order, within 3 days of delivery for appropriate replacement or credit.

d) Title in the Products and risk of loss in the Products shall pass to Buyer upon delivery to the first carrier at the Cooledge distribution or manufacturing facility. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Cooledge a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

e) If Buyer fails to take delivery of Products ordered, then Cooledge may deliver the Products in consignment at Buyer's cost.

f) In the event Cooledge production is curtailed for any reason, Cooledge shall have the right to allocate its available production and Products, in its sole discretion, among its various customers and as a result may sell and deliver to Buyer fewer Products than specified in the Agreement, as the case may be.

g) For Products that require installation by Cooledge's certified installers, Cooledge requires a minimum of four (4) weeks' notice for scheduling onsite work. Buyer must provide no less than forty-eight (48) hours prior written notice in order to cancel any such onsite work. If less than forty-eight (48) hours' notice is provided, Buyer will be invoiced and held liable for all costs associated with rescheduling, second trips, and/or cancellation. Installation services are deemed delivered upon completion.

7) FORCE MAJEURE

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of Cooledge, Cooledge is unable to perform in whole or in part any obligation under this Agreement, Cooledge shall be relieved of that obligation under this Agreement to the extent and for the period that it is so unable to perform and shall not be liable to Buyer or any other third parties in respect of such inability.



8) INFORMATION AND DRAWINGS

All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by Cooledge or otherwise contained in catalogues, price lists and other advertising matter of Cooledge are approximate only and are intended to be by way of a general description of the goods and shall not form part of the contract. Information is subject to change at any time at Cooledge's sole discretion.

9) LIMITED WARRANTY AND LIMITATION OF LIABILITY

9.1 Limited Warranty; Disclaimer of Warranties. The limited warranties attached hereto as Addenda A and B shall apply to the Products and Installation and Operational Advice Services (as defined in Addendum B), respectively. OTHER THAN THE LIMITED WARRANTIES ATTACHED HERETO AS ADDENDA A AND B, ALL OTHER WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED INCLUDING, WITHOUT LIMITATION, EXPRESSED AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE. It is understood and agreed that Buyer shall be solely responsible for any warranty terms or obligations that Buyer grants to a third party beyond those provided hereof by Cooledge. Cooledge shall have no liability under any limited warranty, unless Cooledge is notified in writing promptly upon Buyer's discovery of the defect and the defective items are returned to Cooledge or its distributors via a return merchandise authorization, freight prepaid, and received by Cooledge or its distributors not later than ten (10) days after expiration of the warranty period specified in the applicable Addenda attached hereto.

9.2 Limitation of Liability. COOLEEDGE'S LIABILITY TO BUYER ARISING OUT OF OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY BUYER TO COOLEEDGE FOR SUCH PRODUCTS OR SERVICES. IN NO EVENT WILL COOLEEDGE BE LIABLE FOR LOST USE, PROFITS, REVENUE, COST OF PROCUREMENT OF SUBSTITUTE GOODS, OR ANY OTHER SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER COOLEEDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10) INFRINGEMENT

10.1 Intellectual Property Infringement. Subject to Sections 10.2 and 10.3, Cooledge will defend, at its own expense, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the Products infringes such third party's U.S. or Canadian patents or copyrights or misappropriates such party's trade secrets (an "Infringement Claim") and Cooledge will pay those losses in respect of the Infringement Claim that are specifically attributable to the Infringement Claim or those costs and damages agreed to in a monetary settlement of such action; provided Buyer (i) notifies Cooledge of the Infringement Claim promptly in writing after receiving notice of such claim, (ii) tenders to Cooledge sole control over the defense and settlement of the Infringement Claim and any negotiation for its settlement or compromise, provided that Buyer may (at its own cost) appoint its own counsel to monitor any such Infringement Claim and settlement proceedings to the extent that the same relate to or might affect Buyer, (iii) does not take a position that is adverse to Cooledge, and (iv) at Cooledge's expense and request, provides reasonable assistance in the defense and settlement of any Infringement Claim.

10.2 Alternative. If Buyer's use of the Products is prevented by injunction or court order because of an Infringement Claim, or, in Cooledge's opinion, the Products are likely to become the subject of an Infringement Claim, then Cooledge, at its sole discretion and at no additional expense to Buyer, may either (i) procure the right for Buyer to continue using the Products, or

(ii) replace or modify the Products so that such Products become non-infringing, without a material reduction in functionality or performance. If Cooledge determines that neither (i) nor (ii) is commercially practicable, Cooledge may elect to terminate Buyer's right to use the infringing Products and refund the portion of the purchase price paid by Buyer for the infringing Products representing the remaining useful life of such Products, as reasonably determined by Cooledge.

10.3 Exclusions. Cooledge will have no obligation to Buyer, if an Infringement Claim results from or is related to (i) a modification of the Products made by, or at the request or direction of Buyer, (ii) the combination of the Products with an item not supplied by Cooledge, or (iii) the use of the Products in a manner not intended by the Documentation.

10.4 Exclusive Remedy. The rights granted to Buyer under this Section 10 shall, to the extent permitted by law, be Buyer's sole and exclusive remedy for any Infringement Claim.

11) INDEMNIFICATION

Buyer shall indemnify, defend and hold harmless Cooledge, and its directors, officers, employees, agents, successors and assigns, from any and all losses, damages, penalties, claims and suits, including attorneys' fees and expenses, resulting from or arising out of (a) Buyer's use or installation of the Products in a manner not permitted under the Specifications or otherwise authorized by Cooledge in writing, (b) Buyer's breach of this Agreement, (c) the negligence, recklessness or willful misconduct of Buyer or its employees or agents, or (d) the failure of Buyer to comply with any applicable laws.

12) INTELLECTUAL PROPERTY

The Buyer acknowledges that any and all of the patents, trademarks, copyrights, industrial designs, know-how, and other intellectual property rights, as the case may be, related to the Products, their use and/or their manufacture, along with all services, data, drawings, software, or other technical information supplied by Cooledge to Buyer, are and shall remain the property of Cooledge or its third party suppliers, as the case may be. The Buyer undertakes to refrain from questioning or disputing the ownership or validity of any of such rights owned by Cooledge or its third party suppliers.

Cooledge's data, drawings, software, designs or other technical information shall not be reproduced or disclosed without Cooledge's prior written consent. The Buyer shall not and shall not allow any third party to modify, reverse engineer, disassemble, decompile, create other works from or determine the composition of the Products or any of Cooledge's data, drawings, software, designs or other technical information, or any intellectual property rights therein or thereto.

13) CONFIDENTIALITY

Buyer acknowledges that all technical, commercial and financial data disclosed to Buyer by Cooledge is the confidential information of Cooledge. Buyer shall not disclose, release or sell any such confidential information to any third party and shall not use any such confidential information for any purpose other than as necessary to use and implement the Products for its own internal business purpose or as agreed to by Cooledge in writing.

14) MISCELLANEOUS

a) Export Control. Buyer shall comply with all export laws, restrictions and regulations having application to it, whether of Canada, the United States or any foreign agency or authority, and has not and will not export, re-export or use, directly or indirectly, any Products or other materials received under this Agreement in violation of any such applicable laws, restrictions or regulations.

b) Severability. If a court of competent jurisdiction holds any provision, or part of any provision, of this Agreement to be illegal or invalid, the provision, or the affected part of such provision, shall be null and void and deemed automatically severed from this Agreement. Any such determination shall not affect the legality or validity of the remaining provisions or remaining parts or unaffected provisions of this Agreement.

c) Commencement of Action. Except for actions for non-payment, neither the Buyer or Cooledge may commence an action under these this Agreement more than two (2) years after the occurrence of an event of default, or in the event such default is not discoverable by the injured party when it has occurred, more than two (2) years after such default could, and in the exercise of due diligence, would have been discovered.

d) Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter, and supersedes all prior discussions or agreements related to the same.

e) Assignment. Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Cooledge, which consent may be withheld in Cooledge's sole discretion.

f) Governing Law. This Agreement will in all respects be governed by the laws of British Columbia, Canada without reference to principals of conflicts of laws. Subject to Section 15, the parties attorn to the exclusive jurisdiction of courts in the Province of British Columbia. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods and all implementing legislation thereunder

g) General; Waiver of Trial by Jury. Buyer acknowledges and agrees that Buyer is executing this Agreement voluntarily and without any duress or undue influence by Cooledge or anyone else. Buyer further acknowledges and agrees that Buyer has asked any questions needed for Buyer to understand the terms, consequences and binding effect of this Agreement and fully understand it, including that Buyer is waiving Buyer's right to a jury trial.

15) ARBITRATION. Any and all controversies, claims, or disputes arising out of, relating to, or resulting from Buyer's purchase of Products or this Agreement, or in respect of any legal relationship associated therewith or arising therefrom, shall be referred to and finally resolved by arbitration administered by the Vancouver Arbitration Centre pursuant to its applicable rules ("Rules"). The place of arbitration shall be Vancouver, British Columbia, Canada and the language of the arbitration shall be English. The number of arbitrators shall be one. Except as provided by the Rules, arbitration shall be the sole, exclusive and final remedy for any dispute between Buyer and Cooledge. Accordingly, except as provided for by the Rules, neither Buyer nor Cooledge will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding the foregoing, Cooledge may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction and Buyer agrees that that this Agreement is specifically enforceable by Cooledge through injunctive relief and other equitable remedies without proof of monetary damages.



ADDENDUM A

LIMITED WARRANTY FOR PRODUCTS

Cooledge warrants that, for a period of five (5) years from the shipment date of any such Products, the Products manufactured, distributed or sold by it will (i) be free of any claim of ownership by third parties, and (ii) be free from defects in materials and workmanship under normal use, handling, warehousing and service (the "Limited Warranty"). Should Products fail to operate in accordance with the Limited Warranty, Cooledge will, at its sole discretion, repair or replace such Products, freight prepaid, or credit Buyer for the portion of the purchase price paid by Buyer for the non-conforming Products representing the remaining useful life of such Products, as reasonably determined by Cooledge. For clarity, the repair or replacement of a defective Product shall not include any removal or reinstallation costs or expenses, including without limitation labor costs, cost of fabric or materials, cost of access or other expenses, unless the Product was a Cooledge Specialty Illumination Solution. If the Product that fails to operate in accordance with the Limited Warranty was a Specialty Illumination Solution installed by Cooledge or its subcontractor, that has failed to operate within a period of two (2) years from the shipment date, Cooledge will perform at no additional charge, the removal and reinstallation of the Specialty Illumination Solution, to a maximum of US\$100,000. Cooledge reserves the right to test the returned Product prior to issuing any credit or replacement Product. In the event that credit has been issued or a replacement Product has been sent and the original Product is found to be not defective, Cooledge reserves the right to reverse the credit or invoice Buyer for the replacement Product and any freight charges previously paid by Cooledge for the returned Product and replacement Product. In the event a Product has been discontinued or is no longer available, Cooledge may substitute it with a comparable item.

The Limited Warranty does not apply to Products which are (a) incorporated into any third-party product, instrument or device; (b) identified by Cooledge as prototypes or pre-production products; (c) the object of modifications or customizations meeting the Specifications provided by the Buyer; (d) items disassembled, repaired, modified or altered by any party other than Cooledge; (e) items used in conjunction with equipment not provided by, or acknowledged as compatible by, Cooledge; (f) subjected to unusual physical, thermal or electrical stress; (g) damaged due to improper installation, misuse, abuse, contamination, operation or storage or exposure to improper electrical values, operating ranges or environmental conditions; (h) Cooledge's Specialty Illumination Solutions that were installed by any person other than professional installers trained by or on behalf of Cooledge to install Cooledge's Specialty Illumination Solutions; (i) damaged due to accident or negligence in use, storage, transportation or handling; (j) manufactured or sold by Cooledge but are made available to the Buyer or market under a separate or private label; or (k) where any damage or failure to perform is a result of an Act of God or use in violation of any applicable standard, code or instructions for use in the applicable country of sale.

ADDENDUM B

LIMITED WARRANTY FOR INSTALLATION AND OPERATIONAL ADVICE SERVICES

Cooledge may perform directly or through third parties certain services related to the installation of the Products or Custom Products, which may include, amongst other things, advising on the installation and performance of the Products (collectively, the "Installation and Operational Advice Services").

COOLEGE MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATED TO THE INSTALLATION AND OPERATIONAL ADVICE SERVICES AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OF USE FOR A PARTICULAR PURPOSE, RELATING TO THE INSTALLATION AND OPERATIONAL ADVICE SERVICES. COOLEGE WILL NOT BE RESPONSIBLE FOR ANY ACTION TAKEN BY BUYER IN FOLLOWING OR DECLINING TO FOLLOW ANY OF THE COOLEGE'S ADVICE OR RECOMMENDATIONS WITH RESPECT TO THE INSTALLATION AND OPERATIONAL ADVICE SERVICES. WITHOUT LIMITING THE FOREGOING, THE INSTALLATION AND OPERATIONAL ADVICE SERVICES PROVIDED BY COOLEGE HEREUNDER ARE FOR THE SOLE BENEFIT OF BUYER AND NOT ANY UNNAMED THIRD PARTIES.

BUYER HEREBY RELEASES AND FOREVER DISCHARGES COOLEGE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS-IN-INTERESTS, HEIRS, AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, DEMANDS, DAMAGES, COSTS, LOSS OF SERVICES, EXPENSES, COMPENSATION, AND PROMISES, WHETHER IN LAW OR EQUITY, WHICH, BUYER, ITS RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS SHALL OR MAY HAVE AGAINST THE RELEASEES IN THE FUTURE AS A RESULT OF THE INSTALLATION AND OPERATIONAL ADVICE SERVICES OR BUYER'S USE OF OR RELIANCE ON THE INSTALLATION AND OPERATIONAL ADVICE SERVICES .

IN NO EVENT WILL COOLEGE OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR ANY DAMAGES ARISING FROM OR IN CONNECTION WITH THE INSTALLATION AND OPERATIONAL ADVICE SERVICES, INCLUDING LOSS OF DATA, LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER COOLEGE HAS BEEN NOTIFIED OF THE POSSIBILITY OR THE FORESEEABILITY OF SUCH DAMAGES, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE COOLEGE'S LIABILITY WITH RESPECT TO THE INSTALLATION AND OPERATIONAL ADVICE SERVICES SHALL NOT EXCEED US\$100.00. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.