

**COOLEGGE LIGHTING INC.**
Terms and Conditions

These TERMS AND CONDITIONS apply to the purchase of FABRICated Luminaires, light sheet products, LED drivers, systems, assemblies, or accessories (individually or collectively, the "PRODUCTS") as well as "CUSTOM PRODUCTS" from Cooledge Lighting Inc. or any of its subsidiary or affiliated corporations, including Cooledge, Inc., as specified in each Quotation (as defined below) (each herein referred to as "COOLEGGE"). Accordingly, 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 these TERMS AND CONDITIONS of Sale ("TERMS AND CONDITIONS") which together shall constitute the entire agreement between the buyer of the PRODUCTS (as hereinafter defined "BUYER") and COOLEGGE. These TERMS AND CONDITIONS are between COOLEGGE and the BUYER identified in the Quotation.

1) DEFINITIONS

"COOLEGGE Factory" means any manufacturing facility designated by COOLEGGE from time to time to manufacture the PRODUCTS for BUYER.

"CUSTOM PRODUCTS" means any product that is not listed on the COOLEGGE price list or defined on the list of standard PRODUCTS on COOLEGGE's website, as may be updated from time to time. The term CUSTOM PRODUCTS includes, but is not limited to, Specialty Illumination Solutions, custom FABRICated luminaires, modified or customized versions of standard PRODUCTS on COOLEGGE's website, or any variant to the standard PRODUCTS.

"Delivery" means shipping of the standard PRODUCT or CUSTOM PRODUCT or, completion of the installation in any project where COOLEGGE is being compensated for such installation.

"Luminous Ceilings" means PRODUCTS, Mechanical Components and Services. The term Mechanical Components includes, but not limited to, frame or housing, diffuser materials, and mounting accessories. The term Services includes kitting, logistics and installation.

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

"Purchase Order" means the written document provided by BUYER or COOLEGGE based on the commercial terms specified in the Quotation.

"Specifications" means the technical specifications of COOLEGGE regarding the PRODUCTS and their components.

"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, which are now applicable or which may be imposed in the future.

2) ACCEPTANCE AND OFFER

COOLEGGE offers are open for acceptance within the period stated by COOLEGGE in the offer or, when no period is stated, within thirty (30) days from the date of the offer, but any offer may be withdrawn or revoked by COOLEGGE at any time prior to the receipt by COOLEGGE of BUYER's acceptance thereof. All Purchase Orders must be made in writing. COOLEGGE will determine the minimum order value applicable from time to time. A surcharge may be applied for orders of less than the

minimum order value. COOLEGGE reserves the right to amend offer pricing where a material change in manufacturing costs or exchange rates becomes apparent. All orders and shipments are non-cancellable and non-returnable.

3) QUOTING AND PRICING

COOLEGGE Quotations are to be treated as invitations and not offers to sell. All Quotations are subject to these Terms and Conditions. Orders submitted in the terms of our Quotations will not be binding until accepted by COOLEGGE. The price offered is based on the quoted quantities only and upon the quantities referred to in the offer. COOLEGGE reserves the right to amend the prices in line with the price list. All information on order confirmations are deemed correct unless notified otherwise to Customer Service within 1 business day. The customer must notify COOLEGGE of a pricing claim, in writing, within twenty-one (21) working days of invoice date. After this time period no claims can be entertained. COOLEGGE undertakes to investigate, and credit where appropriate, Prices in any offer, confirmation or agreement are in the currency of the United States of America (USD), based on delivery ex-works or as otherwise designated by COOLEGGE, unless agreed otherwise in writing between BUYER and COOLEGGE. COOLEGGE will add Taxes where COOLEGGE is required or enabled by law to pay or collect them, the value of which will be paid by BUYER together with the price.

4) PAYMENT

a) Unless otherwise agreed to in writing by COOLEGGE, 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 COOLEGGE. All payments shall be made to the designated COOLEGGE address as stated on the invoice. If deliveries are made in installments, each installment may be separately invoiced and shall be paid for when due. No discount is allowed for early payment unless agreed to in writing by COOLEGGE. Notwithstanding any of the foregoing to the contrary, at the time of placing a Purchase Order for any CUSTOM PRODUCTS, BUYER shall make a payment to COOLEGGE in the amount of fifty percent (50%) of the aggregate payment due under such Purchase Order. For the sake of clarity (a) the fifty percent (50%) payment due at the time of the Purchase Order for CUSTOM PRODUCTS shall be applied to the invoice of the CUSTOM PRODUCTS delivered and (b) the balance of the invoice is due upon Delivery, unless agreed otherwise between COOLEGGE and BUYER in writing.

b) In addition to any other rights and remedies COOLEGGE 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 is full.

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

d) In the event of any default by BUYER in the payment of any fees or charges due, or any other default by BUYER, COOLEGGE shall have the right to refuse performance and/or delivery of any PRODUCTS until payments are brought current and COOLEGGE may suspend, delay or cancel any credit, delivery or any other performance by COOLEGGE. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under the Agreement or at law.

e) Payment method will be agreed upon before order acceptance. In case of payment by check, a \$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.

5) DELIVERY AND QUANTITIES

a) PRODUCTS shall be delivered ex-works (in accordance with Incoterms 2010: EXW) or as otherwise designated by COOLEGGE, unless otherwise agreed in writing. Delivery dates communicated or acknowledged by COOLEGGE are approximate only, and COOLEGGE shall not be liable for, nor shall COOLEGGE be in breach of its obligations to BUYER, for any delivery made within a reasonable time before or after the communicated delivery date. COOLEGGE 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 the such delivery date.

b) BUYER will give COOLEGGE written notice of failure to deliver and thirty (30) days within which to cure. If COOLEGGE 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) Title in the PRODUCTS and Risk of loss in the PRODUCTS shall pass to BUYER upon delivery to the first carrier at the COOLEGGE manufacturing facility.

d) If BUYER fails to take delivery of PRODUCTS ordered, then COOLEGGE may deliver the PRODUCTS in consignment at BUYER's cost.

e) In the event COOLEGGE production is curtailed for any reason, COOLEGGE 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.

f) For Specialty Illumination Solutions that require installation by COOLEGGE Certified Installers, Cooledge requires a minimum of 4 weeks' notice for scheduling onsite work. BUYER has 48 hours prior to scheduled date to provide written notice of cancellation. If less than 48 hours is provided, BUYER will be held liable for all costs associated with rescheduling, second trips, and/or cancellation.

6) FORCE MAJEURE

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of COOLEGGE, COOLEGGE is unable to perform in whole or in part any obligation under this agreement, COOLEGGE 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.

7) INFORMATION AND DRAWINGS

All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by COOLEGGE or otherwise contained in catalogues, price lists and other advertising matter of COOLEGGE 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 anytime at COOLEGGE's sole discretion.

8) PATENTS AND DESIGN RIGHTS

In the event of any claim or claims in respect of any infringement of a Registered Design, Trademark, Copyright or Letters of Patent, the specification of which is published prior to the date of the offer relating to any part of the goods supplied by COOLEGGE (other than a part based on a design specified by the BUYER) COOLEGGE will at their expense either



replace or modify such part with a non-infringing part or procure for the BUYER the right to use such a part provided COOLEEDGE is given full opportunity to conduct all negotiations in respect of such claim and such claim shall not be accepted by the BUYER without the prior written consent of COOLEEDGE. In no event shall COOLEEDGE incur any liability for losses arising from the use or non-use of any infringing part. The BUYER warrants that any design or instructions furnished or given by him shall not be such as to cause COOLEEDGE to infringe any Letters of Patent, Registered Design, Trademark or Copyright in the execution of the order.

Any and all patents and design rights held by COOLEEDGE and relating to goods offered or supplied by COOLEEDGE, along with all data, drawings, software, or other technical information supplied by COOLEEDGE to BUYER shall remain the absolute property of COOLEEDGE and COOLEEDGE's data, drawings, software, designs or other technical information shall not be reproduced or disclosed without COOLEEDGE's written consent. The BUYER will not, without COOLEEDGE's prior written consent, copy, reverse engineer or allow others to copy any drawings, goods or part thereof supplied by COOLEEDGE.

9) LIMITED WARRANTY AND INDEMNITY

9.1 General limitation of Warranty. Manufacturer's Limited Warranty for the Products and Custom Products is posted on the Manufacturer's website at www.cooledgelighting.com. 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. COOLEEDGE'S LIABILITY TO BUYER ARISING OUT OF OR RELATING TO ANY PRODUCTS SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY BUYER TO COOLEEDGE FOR SUCH PRODUCTS. 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. It is understood and agreed that BUYER shall be solely responsible for warranty terms or obligations that BUYER grants to third party beyond those provided hereof by COOLEEDGE. COOLEEDGE shall have no liability under any limited warranty, unless COOLEEDGE is notified in writing promptly upon Buyer's discovery of the defect and the defective items are returned to COOLEEDGE or its distributors via a return merchandise authorization, freight prepaid, and received by COOLEEDGE or its distributors not later than ten (10) days after expiration of the warranty period specified in the applicable Addenda attached hereto.

9.2 Intellectual Property Infringement. Subject to paragraph 9.3 and paragraph 9.4 COOLEEDGE 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, copyrights or misappropriates such party's trade secrets (an "Infringement Claim") and COOLEEDGE 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 COOLEEDGE of the Infringement Claim promptly in writing after receiving notice of such claim, (ii) tenders to COOLEEDGE sole control over the defense and settlement of the Infringement Claim and any negotiation for its settlement or compromise; provided however 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 COOLEEDGE, and (iv) at COOLEEDGE's expense and

request, provides reasonable assistance in the defense and settlement of any Infringement Claim.

9.3 Alternative. If BUYER's use of the PRODUCTS is prevented by injunction or court order because of an Infringement Claim, or, in COOLEEDGE's opinion, the PRODUCTS are likely to become the subject of an Infringement Claim, then COOLEEDGE, at its sole discretion and at no additional expense to BUYER, shall 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 COOLEEDGE determines that neither (i) nor (ii) is commercially practicable, COOLEEDGE may terminate BUYER's right to use the infringing PRODUCTS and be liable for BUYER's losses in accordance with and subject to the terms of these TERMS AND CONDITIONS.

9.4 Exclusions. COOLEEDGE 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 COOLEEDGE, or (iii) the use of the PRODUCTS in a manner not intended by the Documentation.

9.5 Exclusive Remedy. The rights granted to BUYER under this paragraph shall, to the extent permitted by law, be BUYER's sole and exclusive remedy for any Infringement Claim.

10) 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 are and shall remain the property of COOLEEDGE 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 COOLEEDGE or its third party suppliers.

11) CONFIDENTIALITY

BUYER acknowledges that all technical, commercial and financial data disclosed to BUYER by COOLEEDGE is the confidential information of COOLEEDGE. 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 to use and implement the PRODUCTS for its own business purpose or as agreed by the parties in writing.

12) MISCELLANEOUS

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

b) Commencement of Action. Except for actions for non-payment, neither the BUYER or COOLEEDGE may commence an action under these TERMS AND CONDITIONS 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.

c) Entire Agreement. These TERMS AND CONDITIONS and the related Quotation or Purchase Order, constitute the entire agreement between the parties regarding the subject matter, and supersedes all prior discussions or agreements related to the same.

d) Governing Law. These TERMS AND CONDITIONS will in all respects be governed by the following: (a) if BUYER is located in the United States or any part of the world other than those noted in (b) or (c) below, these TERMS AND CONDITIONS will

in all respects be governed by laws of the Commonwealth of Massachusetts; (b) if BUYER is located in Europe, these TERMS AND CONDITIONS will in all respects be governed by the laws of England; and (c) if BUYER is located in Asia, these TERMS AND CONDITIONS will be governed by the laws of the Republic of Singapore. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods and all implementing legislation thereunder.

ARBITRATION. Any and all controversies, claims, or disputes arising out of, relating to, or resulting from BUYER's purchase of PRODUCTS or this Agreement, shall be subject to binding arbitration under the Arbitration Rules set forth in Mass. Ann. Laws ch. 251, Section 1 et seq. (the "RULES") and pursuant to Massachusetts law. BUYER agrees to arbitrate any and all common law and/or statutory claims under local, state, or federal law, except as prohibited by law. BUYER also agrees to arbitrate any and all disputes arising out of or relating to the interpretation or application of this Agreement to arbitrate, but not to disputes about the enforceability, revocability or validity of this Agreement to arbitrate or any portion hereof or the class, collective and representative proceeding waiver herein. With respect to all such claims and disputes that BUYER agrees to arbitrate, BUYER hereby expressly agrees to waive, and does waive, any right to a trial by jury. BUYER further understands that this Agreement to arbitrate also applies to any disputes that the COOLEEDGE may have with BUYER. BUYER agrees that any arbitration will be administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"). BUYER agrees that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. BUYER agrees that the arbitrator shall issue a written decision on the merits. BUYER also agrees that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. BUYER agrees that the arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules, including the Massachusetts Rules of Civil Procedure, and that the arbitrator shall apply substantive and procedural Massachusetts law to any dispute or claim, without reference to rules of conflict of law. To the extent that the JAMS Rules conflict with Massachusetts law, Massachusetts law shall take precedence. BUYER further agrees that any arbitration under this agreement shall be conducted in Suffolk County, Massachusetts. Except as provided by the Rules, arbitration shall be the sole, exclusive and final remedy for any dispute between BUYER and COOLEEDGE. Accordingly, except as provided for by the Rules, neither BUYER nor COOLEEDGE will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful COOLEEDGE policy, and the arbitrator shall not order or require COOLEEDGE to adopt a policy not otherwise required by law which COOLEEDGE has not adopted. COOLEEDGE may also petition the court for injunctive relief where either party alleges or claims a violation of any agreement regarding trade secrets, or confidential information, or a breach of any restrictive covenant. BUYER acknowledges and agrees that BUYER is executing this Agreement voluntarily and without any duress or undue influence by COOLEEDGE 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.



ADDENDUM A

COOLEGGE LIGHTING INC. LIMITED WARRANTY FOR PRODUCTS AND CUSTOM PRODUCTS

COOLEGGE warrants that the PRODUCTS AND CUSTOM PRODUCTS manufactured, distributed or sold by it will (i) be free of any claim of ownership by third parties, (ii) be free from defects in materials and workmanship under normal use, handling, warehousing and service. The warranty period specified herein for the PRODUCTS AND CUSTOM PRODUCTS will be for a period of five (5) years from the shipment date of any such PRODUCTS or CUSTOM PRODUCTS sold by COOLEGGE. Should PRODUCTS or CUSTOM PRODUCTS fail to operate in accordance with this warranty, COOLEGGE will, at its sole discretion, repair or replace such PRODUCTS or CUSTOM PRODUCTS, freight prepaid, or credit Buyer for the purchase price, subject, for the sake of clarity, to the limited warranty in the Terms and Conditions. COOLEGGE reserves the right to test the returned PRODUCT or CUSTOM PRODUCT prior to issuing any credit or replacement PRODUCT or CUSTOM PRODUCT, as applicable. In the event that credit has been issued or replacement PRODUCT or CUSTOM PRODUCT sent and PRODUCT or CUSTOM PRODUCT, as applicable, is found to be not defective, COOLEGGE reserves the right to reverse the credit or invoice customer for any replacement PRODUCT or CUSTOM PRODUCT and pre-paid freight charges previously paid by COOLEGGE for returned PRODUCT, as applicable. In the event PRODUCTS have been discontinued or PRODUCTS or CUSTOM PRODUCTS are no longer available, COOLEGGE may substitute with a comparable item. For purposes of clarity, as it pertains to PRODUCTS AND CUSTOM PRODUCTS, "repair or replace such PRODUCT or CUSTOM PRODUCTS or the defective part" does not include any removal or reinstallation costs or expenses, including without limitation labor costs, cost of access, or other expenses.

SPECIFIC LIMITATION OF WARRANTY

The limited warranty of COOLEGGE does not apply to PRODUCTS or CUSTOM PRODUCTS which are (a) incorporated into any third-party product, instrument or device; (b) identified by COOLEGGE as prototypes or pre-production PRODUCTS or CUSTOM 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 COOLEGGE; (e) items used in conjunction with equipment not provided by, or acknowledged as compatible by, COOLEGGE; (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 and environmental conditions; (h) damaged due to accident or negligence in use, storage, transportation or handling; (i) products manufactured or sold by COOLEGGE that are made available to the customer or market under a separate or private label; or (j) 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. This limited warranty for PRODUCTS and CUSTOM PRODUCTS shall become void in the event any repairs or alterations not duly authorized in writing by COOLEGGE are made to the PRODUCTS or CUSTOM PRODUCTS, as applicable, by any person.

ADDENDUM B

COOLEGGE LIGHTING INC. LIMITED WARRANTY FOR SPECIALTY ILLUMINATION SOLUTIONS

COOLEGGE warrants that the SPECIALTY ILLUMINATION SOLUTIONS manufactured, distributed or sold by it will (i) be free of any claim of ownership by third parties and (ii) be conforming to the Specifications and free from defects in materials and workmanship under normal use, handling, warehousing and service. The warranty period specified herein for the SPECIALTY ILLUMINATION SOLUTIONS will be as follows:

- **Electrical Components:** for a period of five (5) years from the shipment date of any such SPECIALTY ILLUMINATION SOLUTIONS sold by COOLEGGE, excluding labor.
- **Fabric and Frames:** for a period of five (5) years from the shipment date of any such SPECIALTY ILLUMINATION SOLUTIONS sold by COOLEGGE, plus, for a period of two (2) years, labor relating to any failure of the Fabric or Frames as a result of poor workmanship by professional installers trained in the installation techniques specific to COOLEGGE SPECIALTY ILLUMINATION SOLUTIONS

Furthermore, it is hereby expressly agreed that the SPECIALTY ILLUMINATION SOLUTIONS shall be installed by professional installers trained in the installation techniques specific to COOLEGGE SPECIALTY ILLUMINATION SOLUTIONS. COOLEGGE shall not be liable in any way or form if SPECIALTY ILLUMINATION SOLUTIONS are not installed by such qualified personnel. If SPECIALTY ILLUMINATION SOLUTIONS fail to operate in accordance with this warranty, COOLEGGE will, at its sole discretion, repair or replace SPECIALTY ILLUMINATION SOLUTIONS, freight prepaid, or credit Buyer for the purchase price, subject to the limited warranty Terms and Conditions. COOLEGGE reserves the right to test the returned SPECIALTY ILLUMINATION SOLUTIONS prior to issuing any credit or replacement SPECIALTY ILLUMINATION SOLUTIONS. In the event that credit has been issued or replacement PRODUCT sent and SPECIALTY ILLUMINATION SOLUTIONS is found to be not defective, COOLEGGE reserves the right to reverse the credit or invoice customer for any replacement SPECIALTY ILLUMINATION SOLUTIONS and pre-paid freight charges previously paid by COOLEGGE for any return PRODUCT. In the event SPECIALTY ILLUMINATION SOLUTIONS have been discontinued or are no longer available, COOLEGGE may substitute with a comparable item. For purposes of clarity "repair or replace the SPECIALTY ILLUMINATION SOLUTIONS or the defective part" includes the costs associated with removal and reinstallation for a period of two (2) years from the shipment date of any such SPECIALTY ILLUMINATION SOLUTIONS sold by COOLEGGE to be performed by authorized COOLEGGE SPECIALTY ILLUMINATION SOLUTIONS installers.

This limited warranty SPECIALTY ILLUMINATION SOLUTIONS of COOLEGGE does not apply to SPECIALTY ILLUMINATION SOLUTIONS which are (a) incorporated into any third-party product, instrument or device; (b) identified by COOLEGGE as prototypes or pre-production SPECIALTY ILLUMINATION SOLUTIONS; (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 COOLEGGE; (e) items used in conjunction with equipment not provided by, or acknowledged as compatible by, COOLEGGE; (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 and environmental conditions; (h) due to accident or

negligence or damages incurred in use, storage, transportation or handling; (i) products manufactured or sold by COOLEGGE that are made available to the customer or market under a separate or private label; or (j) 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. This limited warranty for SPECIALTY ILLUMINATION SOLUTIONS shall become void in the event any repairs or alterations not duly authorized in writing by COOLEGGE are made to the SPECIALTY ILLUMINATION SOLUTIONS by any person.