

TERMS AND CONDITIONS OF SALE

Terms and Conditions of Sales: This document, including the provisions in Seller's quotation, order acknowledgment or Seller's similar form (the "Contract"), constitutes an offer by VISA LIGHTING, a division of Oldenburg Group Incorporated ("Seller") to provide the products and/or services described herein (the "Products") to the buyer to which this offer is addressed ("Buyer"). If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained in this Contract. Buyer's acceptance of this offer is limited to the terms, covenants and conditions contained in this offer. Seller hereby objects to and rejects any additional, different or varying terms proposed by Buyer, unless an authorized officer of Seller expressly assents to such terms in a signed writing. Such proposal of additional, different or varying terms by Buyer shall not operate as a rejection of Seller's offer, and Seller's offer shall be deemed accepted without such additional, different or varying terms. This Contract constitutes the final agreement between Seller and Buyer regarding the Products and is a complete and exclusive statement of that agreement. Any terms, conditions, negotiations or understandings which are not contained in this Contract shall have no force or effect unless made in writing and signed by Buyer and an authorized representative of Seller. Seller's representatives are without authority to change, modify or alter the terms of this Contract.

Acceptance: Buyer shall be deemed to have made an unqualified acceptance of this offer and the Contract on the earliest of the following to occur: (a) Seller's receipt of a copy of this Contract signed by Buyer, (b) Buyer's payment of any amounts due to Seller under the Contract; (c) Buyer's delivery to Seller of any material to be furnished by Buyer; (d) Seller's delivery of the Products; (e) failure by Buyer to notify Seller to the contrary within ten days of receipt of this Contract; or (f) any other event constituting acceptance under applicable law.

Governing Law and Forum: This Contract and any disputes hereunder shall be governed by and construed according to the internal laws of the State of Wisconsin. Neither this Contract nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. It is the express wish of the parties that this Contract and any related documents be drafted in English. Il est la volonté expresse de parties que cette convention et tous les documents s'y rattachent soient rédigés en anglais. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Contract or the relationship of the parties shall be brought exclusively in a court situated in the State of Wisconsin. Buyer hereby irrevocably admits itself to and consents to the jurisdiction of said court.

Payment Terms: Payment terms, for credit approved by Seller, are NET 30 days from the date of invoice. A late payment charge of 1-1/2% per month may be added to outstanding balances after 30 days from date of invoice. Buyer will be responsible for payment of all expenses, including attorneys' fees, incurred by Seller in the collection of any invoices not paid by due date. If Buyer does not pay Seller any amount due under this Contract or any other agreement when such amount is due or if Buyer defaults in the performance of this Contract, Seller may, without incurring liability to Buyer and without prejudice to Seller's other lawful remedies (a) terminate Seller's obligations under this Contract; (b) declare immediately due and payable all Buyer's obligations to Seller; (c) change credit terms with respect to any further work or deliveries; (d) suspend or discontinue any further work or deliveries; and/or (e) repossess the Products. Buyer shall not set off amounts due to Seller against claims against Seller. For payment by credit card, Buyer shall pay, in addition to prices for Products, Seller's cost of acceptance imposed by the credit card company, typically a percentage of the transaction amount.

Prices: All orders are subject to prices and terms of sale in effect on the date of shipment and are subject to change without notice. All price quotations expire 180 days from the date of quotation, unless otherwise specified and are subject to earlier change upon notice. Prices are in U.S. dollars and do not include duties, federal, state or local taxes of any nature. Buyer shall pay or reimburse Seller on demand for all taxes, fees and

costs including, but not limited to any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, value added tax, duty, customs agent or broker fees, inspection or testing fee, freight costs, insurance, consular fees or any other tax, fee or charge of any nature whatsoever, including interest, imposed on, in connection with or measured by any transaction between Seller and the Buyer, in addition to the prices quoted or invoiced.

Transportation Terms: Seller shall deliver Products FOB Seller's facility in Glendale, Wisconsin (the "Facility"). For sales or shipment to Buyers outside the United States, Seller shall deliver products EX WORKS. "EX WORKS" shall be construed in accordance with INCOTERMS 2020 of the International Chamber of Commerce, as amended. All risk of loss, damage or delay, and title to Products, shall pass from Seller to Buyer upon Seller's delivery of the Products at the Facility. All claims for damage or loss in transit must be made by Buyer directly to common carriers. Damage in transit or disputes with carriers regarding damaged Product do not relieve Buyer's obligation to timely pay the full amount of Seller's invoice. Notwithstanding the foregoing, for Canadian sales, title and all risk of loss, damage or delay shall pass from Seller to Buyer at the Seller's Facility. Seller shall invoice Buyer for GST taxes, brokerage fees and duties. Freight will be prepaid and allowed to any shipping destination within the continental United States or Canada for orders over \$5,000. Freight will be prepaid and add on all orders under \$5,000 pursuant to the chart below:

Parts	\$25
Less than \$500	\$75
\$501 - \$2000	\$150
\$2001 - \$3500	\$300
\$3501 - \$5000	\$475

For Canadian orders, the above freight charges apply. In addition, there will be a charge for brokerage fees pursuant to the chart below:

Parts	\$25
Less than \$2000	\$50
\$2001 - \$5000	\$150

This freight policy applies only to shipments where Seller selects the method of transportation and the routing of the shipment. Requests for premium freight service (such as air freight and lift gates) must be authorized and approved by us in writing prior to shipment. Buyer will bear all related charges for premium freight service including normal prepaid freight costs. Lift gate service is available with a separate line on the Buyer's PO with a \$100 fee. Seller, unless specifically stated otherwise, may await completion of the entire order before shipment, or may make partial shipments at its sole discretion. Partial shipments at Buyer's sole discretion may incur a freight charge even if the total order is over \$5,000. Any shipments or deliveries beyond Seller's Facility that are arranged by Seller are at Buyer's risk and (except as expressly provided above) Buyer's expense.

Shipping Dates: Acknowledged shipping dates are an approximation of the ship date and shall not be deemed a guaranteed date. Seller shall not be responsible for any damages, penalties or labor chargebacks resulting from delayed shipments or from its inability to ship by the acknowledged shipping date. Time for delivery shall not be of the essence.

Shipment Damage: Seller assumes no responsibility for damaged freight to any destination. Buyer shall inspect each carton for evidence of damage before accepting shipment. If damage is noted, it must be noted on the delivery receipt and pictures taken and maintained. If damage is concealed, Buyer shall immediately cease unpacking and notify the carrier representative. All damaged freight must be kept and presented for carrier disposition.

Other Claims: All claims against Seller other than valid warranty claims, including claims for shortages and errors, must be directed in writing to Seller within ten (10) days of Seller's delivery. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

Force Majeure: Seller shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, pandemic, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply or any other cause beyond Seller's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Seller may, at its option and without liability, prorate its deliveries, cancel all or any portion of the contract and/or extend any date upon which performance is due hereunder.

Cancellation/Change Orders: All cancellations on any released order must be made in writing and are subject to approval by Seller. Without limiting the foregoing, no cancellations will be accepted for variations, discontinued or expedited Product. No Express Shipments (XPS) or variation Product may be cancelled after acceptance of order. Cancelled standard Product released orders will be subject to a cancellation charge for any costs incurred including product engineering, submittal drawings, administrative expenses, work performed or materials ordered. Any accepted order placed on hold for more than seven (7) days may also be subject to cancellation charges. All changes to the quantity or specification of fixtures on any accepted order must be requested in writing and are subject to approval by Seller. Such changes may be subject to applicable change order fees. Seller's approval may be withheld by Seller in its sole discretion.

Catalog and Price Sheets: Seller's catalog, price sheets and other publications are maintained as sources of general information and are not quotations, offers to sell or expressions of different or additional warranties. Seller has the right to correct, delete, or change information at any time without notification.

Product Specification Changes: All Product specifications either contained in Seller's catalog, Website, promotional literature, or variation Product drawings are subject to change without notice to Buyer and without creating liability to Seller.

Product Adaptability: All Products will be furnished to the standard specifications as indicated in the catalog unless Seller is notified in writing by Buyer of requested exceptions. Any cost incurred to change material that required special modification to meet job site adaptability shall be borne by the Buyer.

Variation Product: All variation Product orders require an approved drawing by the specifier and/or project owner. Product lead time begins after receipt of approved drawings and order once deemed to be acceptable for manufacture by Seller. Variation Product may require up to a 50% non-refundable prepayment prior to release.

Return of Goods: No Products may be returned without written authorization from Seller. Only standard Product, in new and resalable condition, will be considered for return authorization. Returned Products are subject to a restocking charge. Final credit will be determined after receipt, inspection, and acceptance of returned Products at Seller's Facility. No credit will be issued for damaged Products, or for unauthorized returns. No Products will be accepted for credit more than 90 days from the invoice date. Buyer must pay all return shipping charges. Express Shipments (XPS), variation Products or other non-standard Products are not returnable.

Limited Warranty: Seller's limited warranty for the Products, if any, is available by contacting Seller's customer service at 414-354-6600 or visiting Seller's website at <https://www.visalighting.com/warranty>.

Indemnification: Buyer releases and agrees to indemnify, defend and hold harmless Seller and its shareholders, directors, officers, employees, agents, successors, assigns, affiliates and suppliers (individually and collectively, "Seller's Indemnified Parties") from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, losses, suits, demands, fines, penalties, judgments, damages or expenses whatsoever, including, without limitation, attorneys' fees and costs ("Damages") incurred by Seller or any of Seller's Indemnified Parties due to or arising out of or relating to (a) misrepresentation or breach of this Contract, or violation of any law, by Buyer or any of Buyer's shareholders, directors, officers, employees, affiliates, representatives, agents, successors or assigns ("Buyer's Parties"), or (b) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties, or (c) actions, threatened actions, losses, damages or injuries to person or property (including death) related to or caused by Buyer's products, Buyer's specifications, drawings, descriptions, designs, approvals or instructions provided to Seller, or by Buyer's infringement of the patents or proprietary right of any other individual or entity, or due to improper installation, application or use of the Products. Prior to settling any claim, Buyer will give Seller an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without Seller's written consent. In the event of any recall affecting the Products, Seller shall have the right to control the recall process and Buyer shall fully cooperate with Seller in connection with the recall.

Insurance: Buyer shall maintain and have in effect at all times during the Contract, and for a period of three years thereafter, liability insurance in amounts, on terms and with carriers acceptable to Seller, and in any event as are reasonable under the circumstances.

Severability and Waiver: The invalidity of any provision or clause of this Contract shall not affect the validity of any other provision or clause hereof. Seller has the right to correct clerical or similar errors relating to price or any other term shown in this Contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract shall not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

Assignment: Buyer may not assign this Contract or its rights or obligations hereunder without Seller's prior written consent. Seller may assign this Contract in whole or in part, including without limitation to its affiliates, suppliers or subcontractors. Subject to the foregoing, this Contract shall inure to the benefit of, and be binding upon, the parties' successors and assigns.

Survival: Seller's warranty limitations and damage limitations in this Contract, and any other provision the performance or effectiveness of which naturally survives, shall survive expiration or termination of the Contract for any reason.

LIMITATION ON DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, OR FOR LOST PROFITS OR REVENUES DIRECTLY OR INDIRECTLY INCURRED EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO THIS CONTRACT SHALL BE LIMITED TO THE MONIES PAID TO SELLER FOR THE RELEVANT PRODUCTS.

**VISA LIGHTING - A DIVISION OF
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