1. ACCEPTANCE
Universal Lighting Technologies, Inc. is hereinafter referred to as "Seller" and the purchaser is hereinafter referred to as "Buyer." Any order that contains terms and conditions in addition to or in conflict with the following shall not be binding upon Seller unless acceptance of each non-conforming term or condition is clearly and expressly made in writing by Seller. The failure of Seller to provide any tender of order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor as evidence of any such provisions. Acknowledgements of Buyer's order forms, facsimile orders or "releases" shall not be construed to be a waiver, amendment, extension, interpretation or alteration of any of the terms and conditions. Typographical or written errors made in any quotations, orders or publications and all such errors are subject to correction.

2. SHIPMENTS
All shipments of product, unless otherwise agreed upon, will be made F.O.B. Point of Shipmen. Freight will be allowed on orders in excess of $1,000 for core products and $1,750 for products defined as fixtures at all points (with the exception of Alaska and Hawaii) within the United States and $1,000 for core products and $1,750 for products defined as fixtures at all points (except Alaska and Hawaii) to all other points within the United States. Universal Lighting Technologies chooses to ship shipments on a single order of more than $1,000 for core products and $1,750 for products defined as fixtures at all points, the freight charges will be paid by Universal Lighting Technologies. Any Universal Lighting Technologies products may be combined in one shipment to meet minimum freight weight or dollar requirements. Any shipment of Sign Tubes (8 foot or longer) will have a flat $150 shipping and handling fee. This $150 fee will be waived with any shipment, that may included drivers, tubes, 8" sign tubes, etc., valued over $3,500. Shipping of plus or minus five (5) percent of order quantity will be considered to have completed the order and Buyer agrees to pay the unit price for the quantities shipped. Purchase orders containing penalty clauses for failure to meet shipment schedules are not acceptable unless specifically approved in writing by an officer of Seller. Prices quoted provide for standard packing for domestic shipment only. Buyer agrees to pay the charges for special packing if it is required for domestic shipment or export shipment.

3. DELIVERY
The promised delivery date is the best estimate of the time when the products will be shipped by Seller. Seller assumes no liability for loss of profits, special, incidental or consequential damages due to delays. Universal Lighting Technologies assumes no responsibility for collection of loss or damage claims. Evident loss or damage to a shipment must be indicated by a notation made by the carrier's agent on the delivery receipt before the receipt is signed. The notation must specifically identify the loss, shortage or damage.

4. INSPECTION AND ACCEPTANCE OR REJECTION
All products are subject to inspection by Buyer upon delivery and, unless Seller is advised to the contrary within thirty (30) days after delivery, the products will be deemed to have been accepted as conforming with the requirements of the contract and free from all discoverable defects.

5. RETURN POLICY
With Universal Lighting Technologies authorization, Buyer may be permitted to return products in accordance with Universal Lighting Technologies' published Return Policy Number 9L 101 (8/18/15). All returns must be in saleable condition and may only be accepted within ninety (90) days from the date of invoice. All returned products must be in saleable condition. To receive a return for a product, Buyer must first obtain a Return Authorization from Universal Lighting Technologies. To receive a claimback the following documents are required: A completed Customer's Claimback Request Form with a copy of the original invoice. If a claim is being made for a product returned to Buyer, the return may be marked out as Universal Lighting Technologies, Inc. has no need for this information *Note: Many Customer's Returns are custom built as part of any return.

6. TAXES
Quotation prices are firm for thirty (30) days from the date of the quotation, unless specifically stated to the contrary as a part of a particular price quote, and are subject to change without notice after the expiration of this thirty (30) day period. Any variations in quantity specified and/or rate of delivery may necessitate a revision in price. Unless otherwise stated as part of a particular price quote, all prices are F.O.B. Factory.

7. PAYMENT
All products will be billed at prices in effect at time of shipment and, subject to change without notice, at a minimum billing charge of $100 net plus transportation charges.

8. CANCELLATION AND RE-SCHEDULING
Any customer that is not making payments within 15 days of the last payment due date will become 1.5% per month (or whatever is maximum allowable in the state) on the unpaid past due balance. In the event it becomes necessary to cancel Buyer's account with a collection agency or attorney, Buyer agrees to pay all cost and reasonable attorney's fees. Buyer further agrees that this is a Tennessee contract construed according to Tennessee law and that any litigation between the parties to this contract shall be in the Cumberland County Court in the State of Tennessee.

9. WARRANTIES
Seller's products do not include any federal or local property, sales, use, excise or similar tax. Consequently, in addition to the prices specified, the cost of any present or future state, excise GST or similar tax imposed due to the sale or products or services shall be paid by Buyer unless Buyer furnished an acceptable tax exemption certificate in advance to Seller.

10. GOVERNMENT CONTRACTS
In the event this order is for products or services to be furnished by Buyer under any government contract or purchase order, whether or not Buyer is a prime contractor or supplier to the government or is a subcontractor at any tier, Seller shall have all rights of Buyer that are available to Buyer under such government contract or purchase order, whether or not Buyer is a prime contractor or supplier to the government or is a subcontractor at any tier.

11. TITLE AND RISK OF LOSS
Title and risk of loss to the products supplied hereunder shall pass to Buyer at the F.O.B. shipping point.

12. WARRANTY
Buyer agrees hereby that neither Seller nor anyone acting on its behalf has made any affirmation of fact, representation, or promise relating to any product that is the basis of this transaction or which creates an express warranty. No sample or model or statement made in any advertising, pamphlets, brochures or similar materials has become a basis of this transaction or which creates an express warranty. To the fullest extent permitted by law, Seller disclaims any implied warranty of merchantability, fitness for a particular purpose, infringement, and those arising out of performance or dealing or usage of trade or any other implied warranty with respect to any product.

13. CHANGES
For each Buyer requested product change, if approved by Seller, Seller will charge for all costs ($100 minimum) necessary to make the change. These costs include, but are not limited to, engineering, drafting, order processing, tooling, hardware, work and/or scrap. In addition, any increase in the product price, caused by a product change, shall be charged to Buyer and Buyer agrees to pay same.

14. CANCELLATION AND RE-SCHEDULING
Cancellation
Cancellation of an order for a standard product whose value exceeds $10,000, within two weeks of the original Universal Lighting Technologies, Inc promised ship date of that product would be subject to prior approval of the appropriate Universal Lighting Technologies Manager. The representative without prior approval can cancel any line item for a standard product that is valued LESS THAN $10,000 AND/OR more than two weeks from the original Universal Lighting Technologies, Inc. promise date. If a customer wishes to cancel an item that is a less than $10,000 standard product, valued OVER $10,000 AND/OR within four weeks of the original Universal Lighting Technologies, Inc. promise date, the Regional Sales Manager must get approval.

Re-Scheduling
Any line item, on any order, may be rescheduled by a Universal Lighting Technologies, Inc. Customer one time, for later shipment, by as much as four weeks. Subsequent reschedulings or reschedulings beyond four weeks of that line item may be permitted, but will be subject to prior approval of the appropriate Universal Lighting Technologies, Inc. Customer and Sales Managers.

15. DELAY
Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments. If Buyer delays shipment after completion of the products ordered by Buyer, title will pass to Buyer, and Seller will issue an invoice. Storage and handling costs will accrue to Buyer's account until shipment is made.

16. FORCE MAJURE
In the event either party is prevented from performing this contract by circumstances beyond its control, and without its fault or negligence, this contract shall be suspended without prejudice to either party's rights so affected shall by mutual agreement either be eliminated from this contract without liability to either party or Seller will have the right to cancel this agreement, and in the event of any such action Seller does so the cancellation shall be effective immediately.

17. FAIR LABOR STANDARDS ACT
Products to be furnished or services to be rendered hereunder will be produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended on the date hereof, and in compliance with all applicable regulation orders of the Administrator of the Wage and Hour Division issued under this Act.

18. GOVERNMENT CONTRACTS
In the event this order is for products or services to be furnished by Buyer under any government contract or purchase order, Seller shall have all rights of Buyer that are available to Buyer under such government contract or purchase order, whether or not Buyer is a prime contractor or supplier to the government or is a subcontractor at any tier.

19. GOVERNMENTAL LAW
The contract will be governed by and construed according to the laws of the State of Tennessee.

20. REVISIONS
Universal Lighting Technologies reserves the right to revise or amend any or all items contained herein.

21. REQUIRED PROVISIONS DEEMED INSERTED
Each and every provision of any applicable law, regulation and/or clause which is required by any applicable law or regulation to be inserted in this Terms and Conditions of Sale shall be deemed to be inserted herein, and this Terms and Conditions of Sale shall be deemed to include, and it is hereby agreed and understood, and Buyer in the event it becomes necessary to cancel Buyer's account with a collection agency or attorney, Buyer agrees to pay all cost and reasonable attorney's fees. Buyer further agrees that this is a Tennessee contract construed according to Tennessee law and that any litigation between the parties to this contract shall be in the Cumberland County Court in the State of Tennessee.