



STANDARD TERMS AND CONDITIONS OF SALE

These Terms shall govern all conduct between the Seller and Buyer concerning the purchase of products or services from Seller (the "Products"). To the extent a Seller order acknowledgement, invoice or other document or transmittal constitutes an acceptance of an offer from Buyer, such acceptance is expressly made conditional upon Buyer's assent to these Terms. Buyer disclaims all other terms, including but not limited to terms included in any Buyer purchase order. "Buyer" means the individual or entity identified on Buyer's purchase order, or if different, on Seller's quote. "Seller" means Thomas Research Products or NorLux, as identified on Seller's quote or order acknowledgement.

1. PRICES. All prices are those in effect at the time of the quotation and are subject to change without notice. Unless prices are quoted as "firm," Seller reserves the right to invoice at the prices in effect on the date of shipment, regardless of any prior quote. All prices and other terms are subject to correction for typographical and clerical errors. Seller's prices do not include any domestic or foreign sales, use, excise, or similar taxes, for which Buyer will be charged (separately on Seller's invoice) unless Buyer has provided an appropriate tax exemption certificate.

2. PAYMENT TERMS. Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days from the invoice date. Amounts not paid when due shall be subject to interest at the lesser of (i) one and one-half percent ($1\frac{1}{2}\%$) per month or (ii) the maximum rate permitted by law. All past due amounts shall be payable on demand. If any amount due Seller is collected by or through an attorney, Seller shall be entitled to recover all costs of collection, including, without limitation, attorney's fees. Buyer hereby grants to Seller a purchase money security interest in the Products until all payments have been made. Buyer shall sign any financing statements or other documents necessary to perfect Seller's security interests in the Products.

3. DELIVERY AND RISK OF LOSS. Products shall be shipped F.O.B. Origin from Seller's manufacturing facility or distribution center, and risk of loss of Products shall pass to Buyer upon delivery to the designated carrier. Seller's responsibility for exception-free delivery ceases when the transportation company receives shipment in good condition. Until Buyer fully discharges all payment obligations for the Products under these Terms, however, Buyer grants Seller a purchase money security interest in the Products. Seller will use reasonable efforts to meet shipment or delivery dates specified by Seller or Buyer, but such dates are estimates only and are not a firm commitment. Seller will not be liable for any delay in shipping or performance or non-delivery beyond Seller's reasonable control, including, without limitation: act or omission of Buyer; flood, hurricane, or other act of God; embargo or other governmental act, regulation, order or request; strike, slowdown, or labor dispute; inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance. If shipping is delayed or interrupted for any cause for which Buyer is directly or indirectly responsible and additional costs (including storage costs) are incurred by Seller due to such delays, Buyer shall reimburse Seller for such added costs.

4. FREIGHT. Freight is the responsibility of Buyer and will be added by Seller to the invoice or billed against a Buyer-supplied freight account. All special freight-handling charges will be billed to the Buyer requesting the freight change. Any request for next day air shipments must be received in writing before 12:00 pm Central Time or the shipment will be sent on the next business day. All shipments are subject to availability. Any requests for partial shipments must be received in writing and freight will be added to each shipment. Buyer shall pay any detention, storage, handling or auxiliary charges assessed by carriers or warehousemen. Buyer requests for deferment on shipping must be approved by Seller and such orders may be subject to revised pricing and storage costs.

5. LIMITED WARRANTY. Seller warrants that the Products will be free of defects in workmanship or material for 60 months (for LED drivers, LED arrays, and Surge Protectors) or 12 months (for all other Products) from the date of manufacture when stored, installed, operated, and maintained in accordance with the Product specifications, standard industry practice, and all applicable National Electrical Code and Safety Standards of Underwriters Laboratories. Further, Buyer acknowledges that LED-related Products are subject to damage by even temporary exposure to electrical or environmental stress. This warranty is void if any of the following occur, however briefly, regardless of whether the condition is shown to have caused the alleged Product failure or not: wired in a non-standard fashion; subjected to over/under voltage/current conditions outside the range listed in the product specification; operated outside the power and load ranges specified by Seller; operated outside the temperature range specified by the Seller; subjected to a case temperature above the T_c corresponding to a 60-month expected lifespan in the specification; subjected to excessive switching cycles; or subjected to moisture, vibration, shock, or humidity. Further, this warranty is void if the Product is used for a purpose other than the one for which it was designed. Further, this warranty is void if the Product is altered or repaired by a third party without Seller's prior written consent. Further, Seller shall in no event be responsible or liable under this Warranty for any failure arising from external causes, including but not limited to Buyer's acts or omissions; third-party modifications, alterations, or misapplications; damage caused by third-party negligence; improper or misapplied control systems; or any other occurrences beyond Seller's reasonable control.

If Buyer has fully complied with these Terms, including all of the terms of the foregoing warranty, and a Product fails to conform to the warranty, Seller will at its sole discretion repair the Product, provide a replacement or functionally equivalent Product (as determined by Seller), or refund the original invoice price or the price in effect at the time of the return shipment, whichever is lower. Seller reserves the right to use new, reconditioned, refurbished, repaired, or remanufactured Products or parts in the repair or replacement of any Product covered by this warranty. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This warranty does not include reimbursement for the expenses of labor, transportation, removal, or reinstallation of the Products.

6. RETURN OF PRODUCTS (UNDER WARRANTY). To exercise this warranty, Buyer must make a written request during the warranty period to return the allegedly non-conforming products, and the warranty will be applicable only to such returned Products. Items returned without advance authorization from Seller will, at the sole option of Seller, be returned to Buyer freight collect, or scrapped immediately with no issuance of credit. If Seller authorizes a return, Seller will issue a Return Materials Authorization ("RMA") form. Buyer must include with the return shipment (i) the RMA form and (ii) the original Seller invoice number. Unauthorized material included in an otherwise authorized return will not be credited. Collect shipments will not be accepted. Returned Products must be received by Seller within 30 days of issuance of the RMA. Seller may, at its discretion, undertake testing of the returned Products to determine whether the Products are in fact nonconforming. Seller may, at its discretion, further demand information, drawings, or samples of any fixtures or other devices into which Buyer placed Seller's components and may inspect the premises, fixtures, or devices at the Buyer's site.

Any questions may be directed to Customer Service at (847)515-3057 or <http://www.trpss.com/contact-trp.html>.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES RESULTING FROM LOSS OF USE, LOST REVENUES OR PROFITS, BUSINESS OR GOODWILL EVEN IF SELLER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OF PRODUCTS, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. ANY ACTION FOR BREACH OF CONTRACT OR TORT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

8. CANCELLATIONS. Orders may not be cancelled or modified, either in whole or in part, without Seller's express written consent. Cancellation of Products will incur charges for work already performed and for special material purchased by Seller. Cancellation of any Product order after shipment will be subject to the return provisions of these Terms.

9. RETURN OF PRODUCTS (OTHER THAN UNDER WARRANTY). Products may not be returned without Seller's prior written authorization. To obtain such authorization, Buyer must make any request to return Products in writing within 90 days of the date of shipment. Seller will not grant return authorization where the products are non-standard, made-to-order, manufactured to Buyer's specific design or specification, or discontinued, or where the value of all items to be returned is less than \$250. Items returned without advance authorization from Seller will, at the sole option of Seller, be returned to Buyer freight collect, or scrapped immediately with no issuance of credit. If Seller authorizes a return, Seller will issue a RMA. Buyer must include with the return shipment (i) the RMA form and (ii) the original Seller invoice number. All returned Products must be in excellent, resalable condition and packaged in the original carton. Credit will be issued for only the actual quantity received and will be based on original invoice price, or the price in effect at the time of the return shipment, whichever is lower. Unauthorized material included in an otherwise authorized return will not be credited. Stock product order returns are subject to a 30% restocking fee (inclusive of outbound freight). Products will be inspected upon return and any service or repair needed to place them in first class, saleable condition will be charged and added to the restocking charge described herein. Return freight must be prepaid unless otherwise instructed by Seller in writing. Returned Products must be received by Seller within 30 days of issuance of the RMA. Seller reserves the right to deduct for any damage sustained to the Returned Products in transit, including damage to the carton, missing components, or other damage not caused by Seller.

10. CONFIDENTIALITY. All pricing, drawings, plans, disclosures, specifications, patterns or technical or business information furnished at any time by Seller shall remain the sole property of Seller. Buyer shall hold all such information in strict confidence, shall not use or divulge to any person or entity any such confidential information, and any and all copies of such confidential information shall be returned to Seller promptly upon Seller's request.

11. INTELLECTUAL PROPERTY RIGHTS. The sale of Products or provision of services hereunder does not convey any express or implied license under any patent, copyright, trademark or other proprietary rights owned or controlled by Seller (beyond the use of the Product). Buyer agrees not to infringe, directly or indirectly, any patents of Seller or its affiliates through any combination or system incorporating a Product sold hereunder. With respect to any software incorporated in or forming a part of the Products hereunder ("Software"), Seller and Buyer intend and agree that such Software is being licensed and not sold. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use the Software (and to use the related documentation) solely in connection with the Products and solely for Buyer's own internal business purposes. This software license terminates when Buyer's lawful possession of the Products ceases, unless earlier terminated as provided herein. Buyer agrees to not to sell, transfer, license, loan or otherwise make available in any form the Software to any third party. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without Seller's prior written consent. Buyer will not export the software in violation of export control laws. Seller may terminate this license if Buyer fails to comply with any term or condition herein. In the event a Product is made or modified in accordance with Buyer's drawings, samples, manufacturing specifications, or the like, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) related to any claim of patent infringement arising from such manufacture or modification. Buyer agrees, at Seller's sole discretion, to undertake the defense of such suit at its own expense.

12. COMPLIANCE WITH LAWS. Buyer shall comply with all laws and regulations applicable to the Products, including, but not limited to, all applicable import and export laws and regulations. Buyer has sole responsibility for obtaining any required export licenses. If the ultimate destination of the Products is outside of the United States, Buyer shall designate such country on its purchase order. In the event that Buyer purchases Products for export without so notifying Seller, Seller reserves the right to cancel the contract. Buyer will have sole liability and shall defend, indemnify and release Seller for any loss or damage (including without limitation, claims of governmental authorities) arising from the export from the United States or import into another country of such Products.

13. GOVERNING LAW. These Terms shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to its choice of law rules. Any claim or litigation arising out of or relating to the Products shall be brought exclusively in a court of competent jurisdiction in Cook County, Illinois. Buyer and Seller expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any order for Products.

14. ASSIGNMENT. These Terms are binding upon, and shall inure to the benefit of Buyer, Seller and their successors and permitted assigns. Buyer may not assign all or any portion of its rights or obligations hereunder without the prior written consent of Seller. Seller may assign, delegate or subcontract a purchase order or any of its obligations under these Terms, in whole or in part, without Buyer's consent.

15. GENERAL. These Terms supersede all other written or oral agreements between the parties. Any different or additional terms included in Buyer's offer, purchase order, blanket instruction, or other transmittal are expressly rejected by Seller. To the extent a Seller order acknowledgement, invoice, or other document or transmittal constitutes an acceptance of an offer from Buyer, such acceptance is expressly made conditional upon Buyer's assent to these Terms exclusively. Buyer disclaims all other terms, including but not limited to terms included in any Buyer purchase order. Seller and Buyer may modify these Terms, or the associated quote or purchase order acknowledgement, only by an express written agreement signed by both parties. Seller's waiver of any breach of any provision contained in these Terms will not waive any other breach by Buyer. Seller's delay or failure to enforce its rights under these Terms shall not be deemed a waiver of such rights. The relationship between the parties is that of independent contractors. Neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from a quote or these Terms. Any part of these Terms held to be invalid or unenforceable by a tribunal of competent jurisdiction shall be deemed ineffective to the extent thereof without affecting the validity or enforceability of any other part of these Terms. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms.