

General Terms & Conditions of Sale

Effective March 31, 2001

Litelab Corporation ("Litelab") shall sell and deliver to Buyer and Buyer shall purchase and accept from Litelab the described goods ("goods") pursuant to the terms and conditions contained herein, which shall constitute the entire agreement between Litelab and Buyer, and no other terms or conditions shall be of any effect unless otherwise specifically provided by separate written agreement duly signed by Litelab. Buyer will be deemed to have assented to all such terms and conditions if any part of the goods is accepted. If Buyer finds any term or condition not acceptable, Buyer must so notify Litelab at once. Any additional or different terms or conditions contained in Buyer's purchase order ("order") or response hereto shall be deemed objected to by Litelab and shall be of no effect.

1. **TERMS OF PAYMENT** - (a) Except as provided in this section, all invoices shall be due and payable within 30 days from their date. (b) Litelab may without notice change or withdraw extensions of credit at any time. Litelab ceases to extend credit. Payment shall be, at Litelab's option, any type of cash terms or any type of secured transaction terms. (c) All indebtedness outstanding after due date shall be subject to a 1 1/2% monthly service charge unless this rate exceeds the highest rate permitted by applicable state law, in which event the rate shall be the highest permissible by law. Should Litelab find it necessary to obtain assistance in collecting past due balances, buyer agrees to pay reasonable attorney fees, collection fees and/or court costs allowable by law. (d) Buyer shall make all payments without expense to Litelab. If Litelab has to return a check to Buyer for any reason, Litelab shall make a \$25.00 charge for each such check to reimburse it for administrative expenses.
2. **FREIGHT** - (a) Customer is responsible for all freight charges. (b) All orders for shipments to destinations other than to the 50 states of the United States of America shall be sold by Litelab FOB factory, freight collect plus a charge for export packaging and handling.
3. **DELIVERIES** - (a) All goods shall be sold and delivered FOB Litelab factory. Title to and risk of loss for all goods shall pass to Buyer immediately upon Litelab's delivery thereof to the carrier. (b) All Shipments will be made via carrier selected by Litelab. Upon Buyer's request, Litelab will ship in any specified manner, at Buyer's expense. Litelab shall not be liable for delays, loss or damage to goods while in transit and all claims therefor shall be made immediately by Buyer to the carrier. (c) Litelab reserves the right to refuse orders for shipments outside Buyer's regular selling and service area. (d) Any scheduled shipping date is an approximation only and shall not represent Litelab's fixed or guaranteed shipping date. (e) Litelab reserves the right to make delivery in installments unless expressly stated otherwise in Buyer's order. All installment deliveries will be invoiced by Litelab at time of shipment unless otherwise agreed to in writing and signed by Buyer and Litelab. Delay in any installment delivery shall not relieve Buyer of its obligation to accept any remaining installment deliveries under the order.
4. **FORCE MAJEURE** - Litelab shall not be liable to Buyer or any other person for failure or delay in the performance of any obligation under this Agreement due to events beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, wars, riots and public disorder, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdowns, stoppages or delays, shortages or failures or delays of energy, materials, supplies or equipment, transportation embargoes or delays, acts of God, breakdown in machinery or equipment or acts or regulations or priorities of the federal, state or local governments. Buyer shall not be liable for delay or failure to take goods as ordered due to any such events, except that Buyer shall be liable to Litelab for such delay or failure with respect to goods already in transit or specially made for Buyer which are not readily salable without loss to Litelab. When the event operating to excuse performance by either party shall cease, this Agreement shall continue in full force until all deliveries have been completed.
5. **MINIMUM ORDER/RUSH CHARGES** - (a) All orders shall be for at least a minimum dollar amount of \$50.00, except that orders for glass and plastics may be less. Orders for less than this amount will be subject to a minimum billing of \$50.00. (b) A Rush Charge of \$25.00 will be imposed on any order that must ship within 24 hours of Litelab's receipt of the written purchase order.
6. **PRICES, SPECIFICATIONS AND QUOTATIONS** - (a) Prices, delivery terms and specifications are subject to change without notice. Litelab's price list is not an offer to sell. (b) Litelab's written quotations to sell shall be firm for 60 days beginning with the date designated in the quotation. If orders are accepted by Litelab within the period designated in the quotation, such orders will be price protected for delivery for 90 days from date of order. Litelab reserves the right to withdraw any quotation at any time for any reason if Litelab has not as yet accepted Buyer's order. (c) All fixtures are quoted and furnished less lamps unless Buyer specifies otherwise in its orders. When lamps are installed by Litelab, it is for Buyer's convenience and, as such, Litelab assumes no liability whatsoever for damage to lamps or to fixtures or from looseness of such lamps which may occur in transit. (d) Litelab will do its best to avoid errors in catalogs, price sheets and other publications, but hereby disclaims all liability therefor should any occur. (e) The prices shown on Litelab's price lists are prices prevailing at the date of their publication. Litelab reserves the right to change these prices without notice. Unless specifically provided otherwise in writing, Litelab will invoice Buyer at prices prevailing at date of shipment. All prices are subject to applicable federal, state and local taxes. (f) Litelab shall treat additions to accepted orders as separate orders which will be priced and invoiced accordingly. (g) In the event of a conflict between Buyer's order and Litelab's drawings or specifications with respect thereto which have been approved by Buyer, the approved drawing or specification shall in all cases prevail. (h) Litelab will not be bound by general or blanket instructions contained in or referred to in Buyer's order. Each order shall be accompanied by full instructions on the face of the order itself. (i) If Litelab is notified by Buyer not to deliver packaged goods after they have already been manufactured and made ready for shipment, Buyer shall pay storage charges until Litelab receives instructions from Buyer to ship the goods. (j) If Buyer refuses to accept any shipment which Litelab has made pursuant to Buyer's order, Buyer shall be liable for payment as if the goods had been accepted at the time of Litelab's attempt to deliver. Buyer shall also be liable for any of Litelab's rehandling, reshipping and storage charges. (k) Litelab reserves the right to change details with respect to design, materials, finish and method of manufacture if the change does not alter the visible appearance of the installed goods nor reduce their performance or function. (l) Buyer's orders containing a phrase to the effect that "all material to be supplied as per project plans and specifications" are subject to Litelab's separate written acceptance. (m) Litelab reserves the right to assess (1) minimum cancellation charge of \$25.00 whenever an order is cancelled and (2) an additional charge of 50% of the net price of the order, and any additional costs specifically related to the order if the order is cancelled after it has been made ready for shipment. (n) All additions, deletions or other changes to an order are subject to the terms and conditions of this Agreement. (o) Orders marked in effect "Hold for Release" will not be entered for processing until Litelab receives and accepts Buyer's written release. Invoices for such goods will be at prices prevailing at the date of their shipment. (p) Items specially manufactured to conform to customer's site-specific requirements, or purchased at customer's request, are cancellable only upon full payment of quoted price.
7. **SPECIAL ITEMS** - (a) For special items not listed in Litelab's current price list, Litelab reserves the right to quote and sell only to Buyer if Buyer has materially assisted Litelab in the procurement of the business for a specific customer. (b) An order for special items is not cancelable by Buyer, except after Litelab's receipt of Buyer's payment of Litelab's invoice for Litelab's engineering and manufacturing work and special materials Litelab ordered after acceptance of Buyer's order but prior to receipt of Buyer's written cancellation. Verbal order cancellations will not be accepted. (c) Litelab hereby disclaims all liability for field conditions involving dimensional, design or other changes.
8. **RETURNS** - (a) Before any goods may be returned to Litelab for a reason other than Litelab's fault as described in Section 9(d), Buyer shall, within 90 days from the date of receipt, request written Permission from Litelab's Customer Service Dept. Each request shall contain (1) the order number and date, (2) an itemization of the goods being returned, (3) the reason for the requested return and (4) an attached copy of the invoice. If Buyer's request is granted, Litelab shall send Buyer a Return Authorization Form, a copy of which shall be returned with the goods. Buyer shall, within 30 days from the date of the Form, return the goods in the original, unopened, factory-sealed cartons, properly crated or packaged and shipped freight prepaid to Litelab. (b) Special, made-to-order, modified catalog items and discontinued goods are not subject to return unless due to Litelab's fault as described in Section 9(d). If this be the case, then such goods shall be returned in compliance with that Section. (c) If Litelab has filled out and sent to Buyer the Return Authorization Form and if Buyer has returned the goods as described in the last sentence of this Section 8(a), then Litelab will issue a credit to Buyer computed at Litelab's prices prevailing at the date of shipment or at the date of receipt at the Litelab factory, whichever price is the lower, less a 25% service charge for handling, inspection, repackaging and restocking, which in any event shall be not less than a minimum charge of \$150.00. (d) If Buyer returns goods to Litelab without having sent a completed Return Authorization Form as provided in Section 8(a) or without having obtained a claim number as provided in Section 9(d), Litelab shall, whatever the case may be, make a \$25.00 charge for the returned goods, to be deducted from any credit which may be granted, to reimburse it for administrative expenses.
9. **WARRANTIES, LIMITATIONS OF LIABILITY AND CLAIMS** - (a) All warranties relating to the goods are expressed in this Section 9 only and there are no other warranties, whether express or implied or statutory. Litelab hereby warrants to Buyer that only goods of Litelab's manufacture are, under normal use and service, merchantable solely to the extent that they are free of defective workmanship and material, but not against normal wear and tear, and that all goods manufactured by Litelab are UL listed or manufactured with UL listed components where applicable, unless otherwise specified. Goods sold by Litelab which it did not manufacture shall be governed only by the warranties, if any, of the actual manufacturer. All claims may be sent, and the related goods may be returned as set forth in the last sentence of Section 9(d), to Litelab which will, as an accommodation to Buyer, forward them to the manufacturer for settlement. Litelab shall not, directly or indirectly, be responsible for any settlement which Buyer and the manufacturer may reach. (b) NOTE: SOME ITEMS MAY NOT CONFORM TO A SPECIAL LOCAL CODE. LITELAB HEREBY DISCLAIMS ALL LIABILITY FOR CLAIMS, AND WILL REFUSE ALL REQUESTS FOR EXCHANGES OR RETURNS, RESULTING FROM THE PURCHASE AND INSTALLATION OF ITEMS WHICH DO NOT COMPLY WITH SPECIAL LOCAL CODES. LITELAB ALSO HEREBY DISCLAIMS LIABILITY FOR FAILURE, IF ANY, OF THE GOODS TO COMPLY WITH STANDARDS IMPOSED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT AS AMENDED FROM TIME TO TIME. (c) Litelab shall not be liable under any circumstance to Buyer or to any other person if the goods or parts thereof have been (1) repaired or altered outside a Litelab factory by a third person, (2) misused or neglected or (3) used for a purpose not intended or in a manner contrary to accepted normal commercial use or to Litelab's printed instructions. (d) Buyer waives all claims for defective goods and for shortages and other errors in shipping nonconforming goods unless Buyer is in complete compliance with this Section 9(d). To return any such goods, Buyer shall first obtain a claim number from Litelab's Customer Service Dept. If the claim is for defective goods, then Litelab must receive Buyer's written claim and the defective goods within 30 days after the occurrence which gave rise to the claim, but in no event beyond 365 days from the date of shipment of the defective goods. If the claim is for shortages or for any other error in shipping nonconforming goods, then Litelab must receive Buyer's written claim within 30 days after receipt of the goods. Each claim shall contain (1) the claim number designated in a conspicuous place, (2) the order number and date, (3) an itemization of the missing goods or the goods being returned or both, (4) the nature of Litelab's fault and (5) an attached copy of the invoice. Buyer shall send the goods properly crated or packaged and freight prepaid to Litelab. (e) Buyer's exclusive remedy and Litelab's sole liability under this Agreement on any claim, whether tort, contract, warranty or otherwise, shall be limited, at Litelab's option either to repair or to replace without charge the goods returned pursuant to Section 9(d) and ship them back to Buyer FOB factory, freight prepaid. Litelab reserves the right to make field repairs or alterations if it determines that this can be accomplished satisfactorily. Claims for shortages or for other errors in shipping nonconforming goods shall be corrected promptly. In no event shall Litelab be liable for any other or further damages of any kind whatsoever including, but not limited to, incidental and consequential damages. (f) Litelab neither assumes nor authorizes any third person to assume for it any other obligation in connection with the sale of goods. (g) Triacs, fuses, SCRs and lamps excluded from any warranty whatsoever.
10. **DEFAULT AND WAIVER** - (a) If Buyer fails with respect to this Agreement or any other agreement with Litelab to pay any invoice when due or to accept any shipment of goods as scheduled or to perform any other obligation, Litelab may, in addition and without prejudice to its other lawful rights and remedies, defer further shipments until the default is corrected or terminate this Agreement immediately. (b) No course of conduct, nor any delay of Litelab in exercising any rights hereunder, nor Litelab's acceptance of a payment from Buyer with knowledge of a default or breach, shall waive any rights of Litelab or modify this Agreement.
11. **GOVERNING LAW** - This Agreement shall be construed to be between merchants. Any question concerning its validity, construction or performance shall be governed by the laws of the State of New York and venue shall be set in the County of Erie regardless of where any order was placed or filled, the place of delivery of the goods or where any other act or performance occurred.
12. **MODIFICATION** - The provisions of this Agreement, including any attached or future schedules, shall (1) constitute the entire Agreement between the parties as to the goods described herein, (2) govern all orders placed hereunder and (3) be modified only by an agreement signed by the parties, unless provided herein to the contrary.