

SHARP

LED LIGHTING

U.S. TERMS & CONDITIONS OF SALE (Stated in U.S. Dollars)

Sharp LED Lighting, (hereinafter "Sharp") hereby gives notice of its objection to any different or additional Terms and Conditions other than as stated herein and these Terms and Conditions supersede all those published and issued previously by Sharp. All sales are expressly made conditional on Buyer's consent to the following Terms and Conditions. Buyer's acceptance of the provisions of Sharp's Terms and Conditions as recited herein shall be conclusively presumed on Buyer's placement of an order for goods. These Terms and Conditions constitute the entire agreement between Sharp and the Buyer, and supersede other communications between the two parties, whether written or oral.

PRICING - Refer to appropriate price schedule, unless otherwise quoted.

TERMS - Sharp's terms are Net 30 Days, unless otherwise quoted or indicated on the face of Sharp's invoice. Remittance address and payee is indicated on the invoice. Invoices dated the 26th through 31st will be considered as dated on the first day of the following month. Invoices will be dated the day of shipment. A service charge of 1 1/2% per month or, if such rate exceeds the maximum lawful rate, the maximum lawful rate shall be assessed on all past due payments and shall be payable on demand.

QUOTATION PRICE PROTECTION - All prices shown in the price lists are subject to change without notice. All quotations on special products or modifications to catalog items are binding only if confirmed in writing by the factory for the period shown on the quotation. Pricing will be firm and assured for a period of thirty days from date of quotation from Sharp.

SALES AND SIMILAR TAXES - Sharp's prices do not include Federal, State or Municipal sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment hereunder, shall be paid by the Buyer, or, in lieu thereof, the Buyer shall provide Sharp with a tax exemption certificate acceptable to the taxing authorities.

ACCEPTANCE OF ORDERS - All orders are subject to acceptance by Sharp at its order receipt location and are subject to these Terms and Conditions. Sharp reserves the right to select its customers and reject any order. Sharp will acknowledge its acceptance of an order by providing an order acknowledgement along with an estimated ship date to the customer. Additions to orders are allowed provided the original order has not yet been released to manufacturing. Any other terms proposed by Buyer and/or stated in a customer's purchase order are

not allowed unless expressly accepted in writing. Acceptance of any order is subject to availability of product and the ability of Sharp to deliver. Orders will be billed at prices in effect at time of shipment unless otherwise agreed. We reserve the right to refuse to make direct shipments to destinations outside Sharp's normal trading area. Buyers placing orders that are not appointed to purchase and sell Sharp products will be referred to the closest appointed stocking distributor in their area.

DELAY - Sharp will use reasonable efforts to meet shipment or delivery dates specified by Sharp, but such dates are estimates only. Sharp will not be liable for any delay or non-delivery in shipping for any reason but not limited to delay or non-delivery caused directly or indirectly by Acts of God, fire, flood, strike or lockout or other labor dispute, accident, civil commotion, riot, war, governmental regulation or order, whether or not it later proves to be invalid, or from any other cause or causes (whether or not similar to any of the foregoing) beyond Sharp's control. In no case will Sharp be liable for loss of profits or any indirect, special, incidental, multiple, punitive or consequential damages on account of any delay in delivery or non-delivery whether or not excused hereunder.

SHIPPING DEFERMENT - Buyer requests for shipping deferment must be approved by Sharp and are subject to price negotiation.

LIMITED WARRANTY - When installed in accordance with Sharp installation instructions and accepted trade practices, the following shall apply:

Sharp Electronics Corporation warrants to the first purchaser (the "Purchaser") that Sharp brand LED Luminaires (the "Product"), when shipped in its original container, will be free from defects in materials and workmanship, and agrees that it will, at its option, either repair or provide the Purchaser a replacement of the defective product or part thereof that is a new or remanufactured equivalent at no charge to the Purchaser for parts or labor for the period set forth below, unless otherwise noted.

General Warranty Period for the Product, unless otherwise stated:

The warranty period for material defects and workmanship is 5 years from original purchase from Sharp or an authorized reseller.

Application:

The warranty will apply only when the Product is used with products or lighting systems which are installed, operated, or maintained in accordance with each of the following:

- The National Electrical Code (NEC)
- The Standards for Safety of the Underwriters Laboratories, Inc. (UL, ETL, or CSA Listed)
- The Standards of the American National Standards Institute (ANSI), and
- The specifications supplied by Sharp for the installation, operation, and maintenance of the Product.

The warranty will be void in the event the Product is (i) improperly installed, (ii) damaged, (iii) defaced, or (iv) subjected to neglect, accidental breakage or misuse, including but not limited to, failing to operate Product in accordance with Sharp specifications. Sharp reserves the right to examine all failed Products and in its sole discretion to determine whether any Products are covered under the terms of this Limited Warranty.

This Limited Warranty does not include any Purchaser's material or labor costs required to remove, replace, or ship the Product.

LIMITATION OF LIABILITY:

The warranties described herein shall be the sole and exclusive warranties granted by Sharp and the remedy described herein shall be the sole and exclusive remedy available to the Purchaser. Correction of defects, in the manner and for the period of time described herein, shall constitute full satisfaction of all claims, whether based on contract, negligence, strict liability or otherwise. In no event shall Sharp be liable, or in any way responsible, for any damages or defects in the Product which were caused by repairs or attempted repairs performed by anyone other than an authorized servicer. Nor shall Sharp be liable or in way responsible for any incidental or consequential economic, property, or special damage. Some states do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you.

If any provision of the Limited Warranty, or part thereof, is held or deemed to be invalid, void, or unenforceable, such holding shall not affect the validity and enforceability of the remainder of the Limited Warranty, and such other parts, provisions or clauses of the Limited Warranty shall be deemed to be severable.

Any charges for labor, materials, etc. that do not have our prior written approval before such work is implemented will not be allowed. Contact Sharp Warranty Services for support. NOTE: Catalog pages and specification sheets are for reference only.

Specifications and dimensions may change without notice.

FREIGHT ALLOWANCE AND F.O.B. POINT - All sales are F.O.B. shipping point. Risk of loss and title of goods shall pass to Buyer upon delivery to the designated carrier. Freight is prepaid and allowed on all shipments of products with a net order value of \$1,000 and above to destinations within the contiguous United States. Shipments to Alaska and Hawaii will be made to the nearest ports of embarkation in the continental U.S. as prepaid to such points. Consult factory for applicable Terms and Conditions outside the contiguous United States. For shipments of products with a net order value below \$1,000, freight shall be paid by Buyer. In such event, Buyer may select a carrier of its choice. If Buyer does not, before the order is released to manufacturing, inform Sharp that it has selected a carrier, then Sharp will select the carrier and will include freight costs on its invoice to Buyer.

Sharp reserves the right to select carrier, routing and method of transportation, including flatbed trailers on all shipments via least expensive surface route within the Contiguous United States. Buyer will assume all charges for transportation specified via more expensive means. Multiple deliveries for released portions of orders are routed considering the shortest length of haul. Acceptance of a specified routing does not constitute a guarantee of ship date, transit time or arrival date.

Sharp reserves the right to ship all prepaid orders in one complete shipment. Partial shipments may be made at our discretion. Sharp will not be responsible for any cartage or storage charges at destination. Sharp's responsibility for exception-free delivery ceases when the transportation company receives shipment in good condition. Claims for loss or damage must be reported directly to the carrier. Sharp's willingness to assist does not indicate liability for claim or replacement. All other charges and services provided by the carrier at the consignee's request including but not limited to redelivery or reconsignment are the responsibility of the customer.

PACKAGING - Products will be packaged as Sharp deems appropriate for protection of goods against damage due to normal handling. Consult factory for export packing information or special handling.

PARTIAL RELEASE - If an order has multiple releases specified by the Buyer, each release will be treated as individual orders, relative to freight allowance and minimum billing. Sharp will, upon request, make partial shipments of all our items on a prepaid basis providing the original order qualified for freight allowance and will ship the balance of the material on any given order upon completion of that order. Requests for partial shipments may include additional freight charges.

BACK ORDERS - Back orders that are the responsibility of Sharp will be shipped F.O.B. factory or point of shipment with freight prepaid and allowed via the most cost effective method, providing the original order qualified for freight allowance.

MINIMUM BILLING

Standard Orders - \$100.00 net per order.
Parts - \$50.00 net per order.

CANCELLATIONS

Stock Product - Buyer may cancel orders with written notice to Sharp subject to the following conditions and with Sharp's written consent. For current stocked product the Buyer shall accept delivery of and pay for at the agreed upon prices all products which are released and/or allocated for this order. Sharp will always try to accommodate requests for cancellations but cannot guarantee stoppage of shipment for stocked product. If an order for stocked product is stopped after picking prior to shipment buyer shall pay any costs associated with this order.

If a cancellation request is received and the order cannot be stopped the product can be returned according to terms as outlined in the Returned Goods Policy section.

Non-Stock Product - Cancellation of non-stock product may be made only if no work has been performed and no material purchased. If work has been performed any costs incurred will be charged to the customer, which may include a cancellation charge up to the price of the product. Upon cancellation, Buyer owned materials will be disposed of by the seller at its discretion.

RETURNED GOODS

GENERAL CONDITIONS applying to all transactions:

1. Merchandise is not returnable without the written authorization from Sharp. Sharp is not obligated to consider requests to accept returned merchandise except for merchandise shipped in error by Sharp.
2. Request for permission to return merchandise must be made in writing within 90 days from date of shipment and expires 90 days after receipt except defective products, and Buyer must provide original Sharp LED Lighting invoice number.

3. All returned material must be in excellent, resalable condition and packaged in the original carton. 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. A 35% minimum restocking charge will be applied for Sharp lighting products, plus outbound freight previously prepaid by Sharp. Credit will be issued for only the actual quantity received and will be based on original invoice or price in effect at the time of the return shipment, whichever is lower.
4. LED Drivers ordered incorrectly by the buyer (voltage, mode etc.) will be subject to a 20% handling charge plus freight charges. If these LED Drivers are part of a pre-wired ballast assembly, the entire assembly must be returned. If driver lead wires are cut, or any alterations are made, credit will not be allowed.
5. Return Material Authorization (RMA) form, supplied by Sharp, must accompany the return shipment.
6. Return freight must be prepaid. Material must be received by Sharp within ninety, (90) days of issuance of RMA and must be non-discontinued product.
7. SHARP reserves the right to deduct for any damage sustained in transit.
8. Unauthorized returns will be refused. Items returned without proper authorization from Sharp will, at the sole option of Sharp, be returned to Buyer freight collect, or scrapped immediately with no issuance of credit. Unauthorized material included in a return will not be credited. Disposition of these items is left up to Sharp. All non-stocking, special or custom made product or poles are not returnable.
9. If the return of goods is made necessary through any fault of Sharp and permission is granted for its return, Sharp will give full credit including all transportation charges if returned per transportation routing instructions on the RMA.
10. The Buyer shall remain absolutely liable for the purchase price of all merchandise, and Sharp will not be bound by terms and conditions imposed by any third party.

PRODUCT SPECIFICATION - Sharp reserves the right to discontinue items, modify designs, and change specifications or prices without incurring any liability. Discontinued fixtures if ordered may not be returned for credit. Unless specifically noted on our acknowledgement, Sharp shall accept and process orders for standard items in accordance with the latest Sharp published catalog and specification sheets. We will not be responsible for, nor will we accept, any order requiring adherence to plans, specifications or addenda.

INVOICING -All invoices are due and payable per the standard terms stated herein. Buyer shall be liable for legal fees incurred by Sharp to collect past due amounts. In the case of an apparent discrepancy in a line item charge, the Buyer is obligated to advise Sharp Customer Service in writing of the nature of the claimed discrepancy within five (5) days of receipt of the invoice. This includes all requests for proof of delivery. A claim of discrepancy does not relieve Buyer of the absolute obligation to pay the remaining balance of the invoice in accordance with the standard terms of payment. Sharp, after review, will have sole discretion to resolve the discrepancy; and the Buyer expressly agrees to abide by Sharp's decision. Sharp will promptly advise Buyer of its decision regarding any disputed items or charges.

CONFIDENTIALITY - Buyer agrees that any and all confidential information furnished by Sharp in connection with the sale of items will remain confidential. The Buyer agrees not to disclose any such information to any other person, or use such information for any purposes other than performance hereunder.

OSHA - Sharp warrants that at time of shipment, the equipment will conform to the applicable occupational safety and health standards promulgated pursuant to the Federal Occupational Safety and Health Act of 1970, which are in effect on the date that Sharp enters its acknowledgement of Buyer's order. The Buyer's exclusive remedy and Sharp's liability for breach of this warranty is limited to replacement of the nonconforming equipment.

FAIR LABOR STANDARDS ACT AS AMENDED - Sharp represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

EXPORT REGULATIONS/PERMITS - Please contact the sales department for a copy of terms and conditions for Canadian or International customers.

GENERAL - Any assignment of rights hereunder by Buyer without the prior written consent of Sharp shall be void. No waiver by Sharp or any default shall operate as a waiver of any other default or of the same default on a future occasion. Sharp shall have the right to credit

toward the payment of any monies that may become due from Buyer, any amounts that may now or hereafter be owed by Buyer under this or any other agreement or transaction between Sharp and Buyer. If any provision of this agreement is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. All clerical errors are subject to correction. The construction, interpretation and performance of Sharp and Buyer hereunder and all transactions hereunder shall be governed in accordance with the laws of the State of New Jersey. Venue for any litigation arising hereunder shall lie exclusively in the State and Federal Courts of New Jersey.

Effective Date 04-01-2013