

**TERMS AND CONDITIONS**

**1. ORDER FORMS AND PURCHASE PROCESS:** These terms and conditions, the (“**Terms and Conditions**”) govern all purchases of Goods provided by Lamps.com, Inc. d/b/a Illuminate (“**Illuminate**”) pursuant to any Order Form entered into by Illuminate and the customer listed on any Order Form (the “**Buyer**”). “**Goods**” shall mean the products, materials, and/or related services listed in an Order Form. “**Order Form**” shall mean any quote or purchasing document which specifically references these Terms and Conditions and has been agreed to by Buyer and Illuminate. Buyer’s placement of an order via any Order Form constitutes acceptance of these Terms and Conditions. Acceptance of any Order Form by Illuminate is subject to credit approval and acceptance of order by Illuminate and, when applicable, Illuminate’s suppliers. If the credit of Buyer becomes unsatisfactory to Illuminate, Illuminate reserves the right to terminate upon notice to Buyer and without liability to Illuminate. Order Forms together with these Terms and Conditions, form the entire agreement between the Buyer and Illuminate with respect to the Goods. No additional or different terms shall apply (whether a part of Buyer’s purchase order or other communication from Buyer) unless expressly agreed to in writing by an Officer of Illuminate.

**2. PRICES AND TAXES:** Unless otherwise extended in writing by Illuminate, all prices on any Order Form will expire and become invalid upon the expiration date stated therein. Prices listed in a quote or other proposal are not binding unless and until an order is placed. Buyer agrees to pay the prices stated in an Order Form and is liable for applicable transaction taxes, including sales, use, and value added taxes, goods and services taxes, duties, customs, tariffs, and other government-imposed transactional charges however designated (and any related interest or penalty) on amounts payable by Buyer (collectively, “**Taxes**”), regardless of when such Taxes are levied or imposed. Such Taxes shall be due whether or not included on an invoice, quote, or order. Illuminate shall collect applicable Taxes unless Buyer at the time of order submits a valid and complete tax exemption, reseller’s permit, or resale certificate. Buyer agrees to indemnify Illuminate for any tax, penalty, and interest incurred as a result of Illuminate’s good faith acceptance of a tax exemption, reseller’s permit, or resale certificate that is later found to be incomplete or invalid. Any Taxes paid at any time by Illuminate that are the responsibility of the Buyer and invoiced to the Buyer shall be promptly reimbursed to Illuminate.

**3. PAYMENT AND SET OFF:** Illuminate, in its sole discretion, may require a full or partial deposit payment at the time an Order Form is accepted. Any applicable deposit payment must be received by Illuminate prior to releasing an order. Unless otherwise stated on an invoice or provided for in writing, payment is due upon Buyer’s receipt of an invoice. In the event that Buyer has contracted for or otherwise assumed with any other party any obligation or liability to any other person or entity responsible for the completion of any portion of any project in which Goods will be used, Buyer agrees that Illuminate is not a party to such contract, and Illuminate does not assume any liability or obligation under any such contract or agreement unless expressly agreed to in writing. Buyer shall not be permitted to delay, set-off or condition any payment obligation because of any third party obligation or condition, including but not limited to retainage conditions or “pay-when-paid” terms between Buyer and a third party. Buyer releases and agrees to defend, indemnify and hold Illuminate harmless for any claims of any nature whatsoever related to any obligation, risk, liability or responsibility which was Buyer’s under any contract or which was assumed by Buyer towards any other party involving the Goods. Payment is not contingent on Buyer’s ability to collect or obtain funds from any other party, including, but not limited to, from any prime contractor, subcontractor or end customer of Buyer. Illuminate may at all times set off any amount that Buyer, or any affiliate of Buyer, owes to Illuminate against any amount that Illuminate, or any Illuminate affiliate, owes to Buyer. The Buyer is responsible for (i) payment processing fees when payment is made by credit card and (ii) wire transfer fees when payment is made by wire.

**4. REMEDIES FOR NON-PAYMENT AND BREACH:** If Buyer fails to make any payment when due, Illuminate reserves the right to suspend performance, including halting all shipments. Illuminate reserves the right to charge interest on all amounts past due at the rate of one and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Illuminate’s reasonable attorney fees and court costs, if any, incurred by Illuminate to collect payment, and all applicable interest charges. Buyer acknowledges that sales to which these terms relate are commercial transactions. If at any time Buyer defaults in its performance of these Terms and Conditions and fails to cure such a default following written notice by Illuminate within ten (10) days for nonpayment and within thirty (30) days for all other defaults, Illuminate shall have the right to do any one or more of the following at its sole discretion: (i) refuse to fulfill any existing or new Order Form(s), (ii) require cash payment in advance of shipment, (iii) declare Buyer to be in default, whereupon, to the extent permitted by law, all amounts payable under this Terms and Conditions for Goods which have been delivered shall become immediately due and payable; (iv) proceed by court action to enforce performance and/or to recover damages; (v) suspend performance of its obligations under these Terms and Conditions; and/or (vi) whether or not this Terms and Conditions are terminated, repossess any Goods, wherever located, for which the applicable Fees have not been paid. Buyer hereby expressly waives its right to claim any damages occasioned by repossession. With respect to any Goods returned to Illuminate or repossessed, Illuminate may, at its discretion, hold, use, sell, or lease such Goods upon terms solely determined by Illuminate. If a dispute under these Terms and Conditions results in litigation initiated by Illuminate, and if Illuminate is the prevailing Party in the dispute, it shall be entitled to recover reasonable attorney fees, expenses, and court costs

incurred. Unless otherwise stated in this Terms and Conditions, the remedies stated in this Terms and Conditions shall not be exclusive but shall be cumulative and in addition to all other remedies accorded at law or in equity.

**5. SPECIAL ORDERS:** Orders for custom, made-to-order Goods cannot be canceled nor returned and Illuminate may require upfront full or partial payment for such Goods. If the manufacturer requires a partial or full payment to be made to them at the time of order placement or release, those same requirements will be passed on to the Buyer, which Buyer accepts.

**6. SHIPPING:** Illuminate may, in its sole discretion, use any commercial carriers, method, and route of transportation for order shipments. Buyer shall be responsible for shipping charges, including all applicable freight, insurance, and handling charges, unless otherwise agreed to in writing. No delay in the shipment or delivery of any Goods relieves Buyer of its obligations under these Terms and Conditions. Illuminate reserves the right to make partial or early shipments without liability or penalty. Buyer shall pay for the Goods shipped whether such shipment is in whole, partial, or early fulfillment of an order. Expedited delivery, lift gate, pallet jacks, after-hour deliveries, storage fees, etc. may result in additional charges. Any delivery dates provided are estimates only. Illuminate shall not be responsible for any delays, losses, damages, penalties, or fees resulting from any action or inaction, or supply chain issues caused by or attributable to Buyer or any Buyer specified third-party supplier, subcontractor or integrator.

**7. INSPECTION AND ACCEPTANCE OF GOODS:** Buyer shall inspect all Goods within three (3) business days of receipt and shall notify Illuminate in writing, within such three (3) business day period if the Goods fail to conform in any material respect with the written descriptions and requirements of the Goods set forth in an Order Form. Such written notice must state with particularity all material facts concerning the non-conformity then known to Buyer. If Buyer provides such timely notice or rejection, Illuminate will replace the non-conforming portion of the Goods within a commercially reasonable time period, so long as Buyer returns the non-conforming Goods at Illuminate's cost. Failure by Buyer to give notice within such three (3) business day period shall constitute an unqualified acceptance of such Goods by Buyer, and a waiver of any right to reject or revoke acceptance of such Goods. Buyer's acceptance of the Goods shall constitute Illuminate's full performance of its obligations under this Agreement.

**8. RETURNS AND CANCELLATIONS:** No Goods accepted under this Agreement will be eligible for return except upon (a) written approval of Illuminate and (b) payment of a fair and equitable restocking charge as may be assessed under Illuminate's restocking policy at the time of the return. Illuminate will issue a Return Goods Authorization ("RGA") for eligible returns. Any request for a RGA must be made within thirty (30) days of the invoice date. Returns must be in the original factory carton and in new and salable condition. Credit for returns are subject to inspection and acceptance by the manufacturer. Cancellations are subject to manufacturer approval and Buyer is responsible for any applicable costs.

**9. DELAY IN DELIVERY:** Illuminate is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Illuminate's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from national or global health crises. Factory shipment or delivery dates are the best estimates of Illuminate's suppliers, and in no case shall Illuminate be liable for any consequential or special damages arising from any delay in shipment or delivery.

**10. WARRANTIES:** Since the Goods sold hereunder are not manufactured by Illuminate, Illuminate makes no warranties or representations, express or implied, as to workmanship, performance, quality, durability, fitness for a particular purpose, suitability or merchantability for any of the Goods. This disclaimer is for all liability including liability in contract, in tort or otherwise for incidental, consequential, special damages, or any loss or damage, whether to property or injury to persons, whether foreseeable or not foreseeable, resulting, directly or indirectly, from the use or loss of use of any Goods sold. Illuminate agrees to assign and pass-through to Buyer any warranties expressly provided by the manufacturer of the Goods purchased to the extent such assignment is permitted by the manufacturer, which shall be Buyer's exclusive rights of warranty. Buyer's remedies are subject to any limitations contained in manufacturer's terms and conditions to Illuminate. If there is no warranty provided by the manufacturer, then the goods are sold "as is." While Illuminate may provide manufacturer warranty information, it does not warrant or guarantee any such delivery or advice.

**11. LIABILITY:** ILLUMINATE SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND FROM THE USE OR LOSS OF USE OF ANY GOODS OR DUE TO, ARISING OUT OF OR CONNECTED WITH THESE TERMS AND CONDITIONS. IN ADDITION TO THE ASSIGNMENT OF MANUFACTURER WARRANTY STATED ABOVE, BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM AGAINST ILLUMINATE IS FOR ILLUMINATE, AT ITS OPTION, TO REPAIR OR REPLACE THE GOODS, OR FOR ILLUMINATE TO REQUEST RETURN OF THE GOODS AND TENDER TO BUYER THE PURCHASE PRICE PAID UPON REDELIVERY. THE REMEDIES OF BUYER AS SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF ILLUMINATE WITH RESPECT TO ANY CONTRACT OF SALE OR ANYTHING DONE IN CONNECTION WITH IT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNITY OR UNDER ANY LEGAL THEORY,

WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF ILLUMINATE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANYTHING DONE IN CONNECTION THEREWITH, EXCEED THE TOTAL DOLLAR AMOUNT PAID BY BUYER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE.

**12. EXPORTING:** Buyer acknowledges that orders and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

**13. FOREIGN CORRUPT PRACTICES ACT:** Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of Goods will occur.

**14. ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Illuminate, and any such assignment, without such consent, shall be void.

**15. APPLICABLE LAW:** These Terms and Conditions are governed by laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**16. WAIVER:** The failure of Illuminate to insist upon the performance of any of these Terms and Conditions or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under these Terms and Conditions.

**17. OTHER TERMS AND CONDITIONS:** The parties affirm that there are no ancillary verbal agreements between them and that these Terms and Condition represents the entire understanding of the parties. No terms and conditions other than those herein stated, and no agreement or understanding, including but not limited to any provisions, terms and conditions contained in any confirmation order or other writing by Buyer, in any way purporting to modify these terms or conditions shall be binding upon Illuminate unless consented to in writing by an officer of Illuminate. The invalidity in whole or in part of any of these Terms and Conditions shall not affect the validity or enforceability of any other term or condition. The terms and conditions stated herein shall take precedence over any other terms or conditions, and no contrary, additional, or different terms or conditions shall be binding on Illuminate, including but not limited to, terms or conditions which deem partial performance or failure to object as acceptance by Illuminate of Buyer's Terms and Conditions, unless accepted by Illuminate in writing.

**Please acknowledge your acceptance of these Terms and Conditions by executing below. We look forward to working with you.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title