GVA Lighting, Inc.

Standard Terms and Conditions of Sale for Goods & Services

These Standard Terms and Conditions for the Sale of Goods and Services (the "**Terms**") are applicable to all quotations, bids and sales of products, goods and systems (the "**Goods**") and to the performance of all services (which includes any software provided as a service) **("Services")** by GVA Lighting, Inc. and/or its subsidiaries and affiliates ("**GVA**"), however, the price, quantity, warranty and Delivery Location (as defined below) for the Goods may be separately agreed and/or set forth in a quotation delivered by GVA, an order issued by the applicable customer ("**Buyer**") and accepted by GVA via an order acknowledgement or some other communication between GVA and the customer (such agreed price, Delivery Location and quantity, together with these Terms, the "**Agreement**").

1. Terms of Agreement Prevail Over Buyer's Purchase Order

The parties intend solely for the express terms and conditions contained in this Agreement. In the event of a conflict between these Terms and any term or condition in any other document, website, order or communication, these Terms shall control. Any terms and conditions which seek to add to this Agreement, including any terms or conditions stated on an order or website, shall have and be given no effect. These Terms supersede all prior oral or written agreements, proposals, discussions, correspondence, representations, warranties and covenants. No course of prior dealings, acceptance or acquiescence in a course of performance and no usage of the trade shall be relevant to supplement, explain or modify this Agreement. All representations, promises, warranties or statements by an agent or employee of GVA that differ in any way from this Agreement hereof shall be given no effect or force. No waiver or alteration of Terms shall be binding unless in writing signed by an authorized employee of GVA. Notwithstanding the foregoing, if GVA and the customer have separately negotiated and entered into a separate agreement signed by both parties ("**Separate Agreement**"), such Separate Agreement shall control over any conflicting term or condition of this Agreement.

2. Ordering Procedure

2.1 Purchase Orders. By issuing an order for Goods to GVA, Buyer makes an offer to purchase such Goods pursuant to this Agreement.

2.2 Acceptance, Rejection and Cancellation of Purchase Orders. GVA has no obligation to accept any order; however, GVA may accept an order (whether submitted by the Buyer or via acceptance of a bid or quotation) by confirming the order in writing or by delivering the applicable Goods to Buyer, whichever occurs first (GVA accepted order, an **"Order"**). GVA may reject or cancel an Order, which it may do without liability or penalty, and without constituting a waiver of any of GVA's rights or remedies under this Agreement. GVA offers a minimum order value of $1,000 CAD, such that Orders placed below the minimum order value are subject to a $120 CAD processing fee.

2.3 Expedited Orders. Any Order placed with less than eight (8) business weeks for delivery may incur a rush order fee which may be up to fifteen percent (15%) additional charge over the prices stated for the Goods.

2.4 Cancellation or Modification. Upon acceptance of an Order, Buyer shall be obligated to purchase from GVA quantities of Goods specified in such Order. Cancellation or modification of all or part of any Order is subject to GVA's prior written consent. Most products manufactured by GVA are built-to-order and are Non-Cancellable and Non-Returnable. If cancellation or modification is approved by GVA, the Buyer agrees to pay to GVA all expenses incurred, and damage sustained by GVA as a result of the cancellation or modification.

3. Price and Payment

3.1 Price. Buyer shall purchase the Goods from GVA at the prices and terms set forth in GVA Quotation only.

3.2 INCOTERMS. Unless indicated otherwise in GVA Quotation, all prices are based on FCA Oakville, Ontario, Canada terms for all international sales (including the USA), and based on Ex Works Oakville, Ontario terms for all Canadian sales (INCOTERMS 2020).

3.3 Shipping Charges, Insurance and Taxes. All Prices are exclusive of, and Buyer is solely responsible for and shall pay, all freight (shipping) costs from GVA's facility in Oakville Ontario, all taxes, tariffs, levies, imposts, duties, deductions, environmental provisions, all other charges, fees or withholdings imposed, levied, withheld or assessed by any governmental authority, with respect to, or measured by, the manufacture, sale, shipment, use or Price of the Goods (including interest and penalties thereon); provided, however, that Buyer shall not be responsible for any taxes imposed on, or with respect to, GVA's income, revenues, gross receipts, personnel or real or personal property.

3.4 Currencies. Unless indicated otherwise in GVA Quotation, Prices are in Canadian dollars for Canadian Buyers, in United States dollars for Buyers from the USA, and in EURO or GBP for Buyers from the European Union. By default, all Prices for international Buyers from other regions are in United States dollars.

3.5 Price Adjustments. Subject to notice to Buyer, GVA reserves the right to adjust Prices for Products and/or Services not yet delivered or performed to reflect variations in individual costs of more than five percent (5%) including any foreign exchange rate fluctuations, tariffs, raw materials and other costs of manufacturing and distribution, and labor costs, that take effect between the date of the Agreement and delivery of Products and/or performance of Services. In addition, if an Agreement has a term longer than twelve (12) months, GVA may adjust Prices as of each 1st January to reflect variations in the foreign exchange rate between Canadian currency and the USD, EUR and GBP currencies of more than 5% since the date of a Quotation.

3.6 Payment Terms. All standard payment terms stated in GVA Quotations are subject to credit limit approval. In the case of a new Buyer or an existing Buyer in default with GVA, full payment is due, including freight and taxes, in advance upon Order receipt. Buyer shall pay to GVA all invoiced amounts within the payment terms set forth in the Order. Buyer shall make all payments in the stated currency within the Agreement by check or wire transfer.

3.7 Late Payments. Buyer shall pay interest on all late payments calculated daily and compounded monthly, at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable laws of the Province of Ontario, Canada. Buyer also shall reimburse GVA for all reasonable costs incurred by GVA in collecting any late payments, including attorneys' fees and court costs. In addition to all other remedies available under this Agreement or at law (which GVA does not waive by the exercise of any rights under this Agreement), if Buyer fails to pay any undisputed amounts when due under this Agreement, GVA may suspend the delivery of any Goods.

3.8 No Set-off Right. Buyer shall not have, and acknowledges that it does not have, any right, under this Agreement, any Order, or any other agreement, or under law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to GVA.

4. Shipment, Delivery, Acceptance and Inspection.

4.1 Collection. Based on FCA and Ex Works terms (INCOTERMS 2020), the Buyer is responsible for collection of the goods from GVA facility and shall advise its preferred method of shipment and the designated carrier.

4.2 Delivery. Upon request, GVA may assist the Buyer and arrange the shipping at Buyer's cost and expense and may deliver the Goods at the location specified in the Order (the "Delivery Location"), using GVA's standard methods for packaging and shipping. All GVA deliveries must be unloaded within two (2) hours of arrival at Delivery Location. Buyer will be charged an hourly rate of $40.00/hour for every hour beyond the 2-hour maximum that is needed to unload the Goods. This additional charge will be applied to the invoice. All freight related fees and charges, including additional charges for late unloading, will be invoiced by GVA separately.

4.3 Partial Shipment. GVA, in its sole discretion, without liability or penalty, may make partial shipments of Goods to Buyer. GVA shipments will constitute a separate sale and Buyer shall pay for the Goods shipped, in accordance with the payment terms specified on the Order, whether such shipment is in whole or partial fulfillment of an Order. Buyer agrees to use first-in- first-out inventory practices with respect to the Goods it purchases from GVA.

4.4 Late Delivery. Any time quoted for delivery is an estimate only; provided, however, that GVA shall use commercially reasonable efforts to deliver all Goods within a reasonable time consistent with the Order. GVA will not accept any late charges or back charges of any nature due to late delivery.

4.5 Transfer of Title and Risk of Loss. Title to Goods shipped under any Order passes to Buyer upon Buyer's payment in full for goods and services. Risk of Loss or damage passes to Buyer upon loading goods to the Buyer's carrier (FCA terms).

4.6 Inspection. Buyer shall inspect Goods received under this Agreement within ten (10) business days following receipt of such Goods ("**Inspection Period**") and either accept or, only if any such Goods are Nonconforming Goods (as defined below), reject such Goods. If Buyer discovers any Nonconforming Goods, Buyer must request an authorization from GVA to return the Nonconforming Goods (the "**Return Material Authorization**"). In order for the Buyer to receive a Return Material Authorization, Buyer shall provide GVA with the following information prior to expiration of the Inspection Period: (a) the part number or description of the Goods, (b) the job or Order number, (c) the quantity of GVA Goods to be returned, and (d) a detailed description of all defects and nonconformities. All defects and nonconformities that are not so specified will be deemed waived by Buyer, and such Goods shall be deemed to have been accepted by Buyer. Upon Buyer's receipt of the Return Material Authorization from GVA, Buyer shall return the Goods, at the Buyers expense, to GVA within 10 business days and in accordance with the Return Material Authorization. If Buyer timely requests a Return Material Authorization and returns the Nonconforming Goods to GVA in accordance with the Return Material Authorization, GVA shall determine, in its reasonable discretion, whether the Goods are Nonconforming Goods. If following receipt of the Goods in accordance with a Return Material Authorization GVA determines that such Goods are Nonconforming Goods, GVA, in its sole discretion, shall either: (i) replace such Nonconforming Goods with conforming Goods; or (ii) refund to Buyer such amount paid by Buyer to GVA for such Nonconforming Goods returned by Buyer to GVA. If GVA exercises its option to replace Nonconforming Goods, GVA shall ship to the Delivery Location, at GVA's expense and risk of loss, the replacement Goods. THE REMEDIES SET FORTH IN THIS SECTION 3.5 ARE BUYER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING GOODS, SUBJECT TO BUYER'S RIGHTS UNDER SECTION 6.3 WITH RESPECT TO ANY SUCH GOODS FOR WHICH BUYER HAS ACCEPTED DELIVERY UNDER THIS SECTION 3.5. "Nonconforming Goods" means any Goods received by the Buyer from GVA pursuant to an Order that: (A) do not conform to the Goods listed in the applicable Order; (B) do not conform to the Specifications; or (C) exceed (and then only to the extent the goods exceed) the quantity of Goods ordered by Buyer pursuant to an Order. Where the context requires, Nonconforming Goods are deemed to be Goods for purposes of this Agreement.

5. Term; Termination

5.1 Termination. In addition to any remedies that may be provided under this Agreement, GVA may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

5.2 Effect of Expiration or Termination. Any termination under this Agreement automatically operates as a cancellation of any deliveries of Goods to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Goods had been accepted by GVA. With respect to any Goods that are still in transit upon termination of this Agreement, GVA, in its sole discretion, may require that all sales and deliveries of such Goods be made on either a cash-only or certified-check basis.

6. Limited Warranty

6.1 Limited Product Warranty. GVA provides a Limited Warranty (Limited Warranty) to the original Buyer for a period of, unless otherwise specified in the Quotation, five (5) years for luminaires and power-data equipment and three (3) years for exterior finish of luminaires, from the date of original shipment from GVA (Warranty Period) on GVA Lighting manufactured parts only. Warranty for any non-GVA Lighting manufactured product (Third Party Product) will be passed through by GVA from the Original Equipment Manufacturer (OEM). Warranty extensions are available upon request and is the Buyers sole responsibility to request such warranty period extensions, granted only upon approval by GVA and Buyer agrees to the extension Price, based on the project application and geographical location of the project. If a defect arises and a valid claim is received and accepted by GVA within the Warranty Period, at its option, GVA will:

(a) Repair the product at no charge, using new or refurbished replacement parts, or

(b) Exchange the product with a product that is new, or which has been manufactured from new or

(c) serviceable used parts and is at least functionally equivalent to the original product, or

(d) Refund the purchase price of the product.

6.1.1 Five (5) year Limited Luminaire and Power-Data Equipment Warranty. GVA Lighting warrants its luminaires and power-data equipment components to be free from catastrophic failures for a period of five (5) years from the date of invoicing or delivery, whichever is earlier, to the original buyer, subject to all limitations and conditions contained herein. A catastrophic failure (Catastrophic Failure) occurs when the key electrical or optical data sheet parameters change to a degree that would cause the luminaires not to illuminate or power-data equipment do not energize. GVA Lighting also warrants its luminaires to be free from parametric failures (Parametric Failure) that occur when key electrical or optical specification parameters change more than a certain amount from the initial values, i.e. during warranty period the lumens depreciation of 50% shipped luminaires exceeds 70% of the light output, specified in the product data sheet at the date of shipment (B50, L70 life time definition).

6.1.2 Three (3) year Limited Exterior Finish Warranty. GVA Lighting warrants its exterior product finish for a period of three (3) years from the date of delivery to the original buyer, subject to all limitations and conditions contained herein to be free from cosmetic defects including chipping, crazing and oxidation on over 90% of the Products surface.

6.1.3 Third Party Products Warranty. Products sold through GVA from a Third Party carries the warranty set directly by the OEM. It is the responsibility of the Buyer to initiate a claim directly with the OEM. Intercession by GVA to the third party on behalf of the Buyer must be negotiated at the time of purchase.

6.2 Warranty Limitations. The Limited Warranty does not include:

(a) Goods that, in GVA Lighting's sole judgment, have been subjected to abuse, misuse, neglect, tampering, negligence, accident, improper testing, improper installation, improper storage, improper handling, improper maintenance, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by GVA.

(b) Storage of uninstalled GVA Goods must be done at below 80% non-condensing humidity and within range of operating temperatures from GVA specification sheets. Failure to do so will void warranty.

(c) Project-specific installation conditions must follow line diagrams and/or wiring layouts produced by GVA and abide by limitations indicated within, otherwise performance of such installed GVA Goods will suffer and warranty is deemed void. Usage of non-GVA approved Goods, such as but not limited to power supplies, cabling, or connectors will void warranty.

(d) Goods that have been reconstructed, repaired or altered by anyone other than GVA.

(e) Goods that are refurbished or purchased through an inventory clearance or liquidation sale or other sales in which GVA expressly disclaims its warranty obligations pertaining to the Product

(f) Installation, or removal of the Product for repair, troubleshooting, re-installation or any costs associated therewith (including shipping costs)

(g) Parametric failures that occur when key electrical or optical specification parameters change more than a certain amount from the initial values. Electrical and optical parameters can change slightly over time. Slight changes are normal and typically don't affect the operation of the Product. These slight changes are not considered failures. Moderate luminous intensity degradation, moderate changes in forward voltage, or moderate changes in reverse leakage current are examples of possible parametric failure modes.

6.3 End User Warranties. This limited warranty extends only to the Buyer placing the Order with GVA. In the event that the Buyer is authorized by GVA to resell products to end users ("End Users"), the Limited Warranty in this agreement shall apply to all such Orders as coming from the Buyer, and the Buyer shall handle all returns directly with such End User; provided, however, that GVA shall determine if (a) the Goods breached the terms of its Limited Warranty and (ii) whether GVA's obligation under such Limited Warranty shall be either the repair or replacement of the Goods or reimbursement of the purchase price; if GVA so determines that the purchase price will be reimbursed, then the Buyer shall reimburse to the End User the full purchase price paid to the Buyer by the End User.

6.4 Buyer's Exclusive Remedy. Notwithstanding any other provision of this Agreement, this Section 6.4 contains Buyer's exclusive remedy for a breach of Section 6.1. Buyer's remedy under this Section 6.4 is conditioned upon Buyer's compliance with its obligations under this Section 6.4. During the warranty period, with respect to any Goods alleged to be in breach of Section 6.1: (a) Buyer shall notify GVA, in writing, of any alleged claim or defect within ten (10) days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable warranty period); (b) Buyer shall obtain a Return Material Authorization in accordance with Section 3.5 and ship, at the Buyer's expense, such allegedly defective Goods to GVA's designated location for inspection and testing by GVA; (c) if GVA's inspection and testing reveals that such Goods are defective and any such defect has not been caused or contributed to by any of the factors described under Section 6.2 above, GVA, in its sole discretion and at its expense, shall repair or replace such defective Goods; and (d) GVA shall ship to Buyer, at GVA's expense, the repaired or replaced Goods to the Delivery Location. THIS SECTION 6.3 SETS FORTH BUYER'S SOLE REMEDY AND GVA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED PRODUCT WARRANTY SET FORTH IN THIS SECTION

6.5 DISCLAIMER OF OTHER WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6.1 AND 6.2 NEITHER GVA NOR ANY PERSON ON GVA'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED; AND (B) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY GVA, OR ANY OTHER PERSON ON GVA'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 6.

7. Limitation of Liability

7.1 NO LIABILITY FOR CONSEQUENTIAL OR INDIRECT DAMAGES. IN NO EVENT SHALL GVA OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, WORK STOPPAGE, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT GVA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.2 MAXIMUM LIABILITY FOR DAMAGES. IN NO EVENT SHALL GVA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO GVA PURSUANT TO THE APPLICABLE ORDER GIVING RISE TO THE CLAIM.

7.3 ASSUMPTION OF RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE RELATED TO THE USE OF SUCH GOODS.

7.4 Intellectual Property Rights. Buyer acknowledges and agrees that all intellectual property rights relating to the manufacturing of the Goods are the sole and exclusive property of GVA or its third-party licensors, and Buyer shall not acquire any ownership interest in any of GVA's intellectual property rights under this Agreement. Any goodwill derived from the use by the Buyer of GVA's intellectual property rights inures to the benefit of GVA or its third-party licensors. Without limiting the foregoing, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications and test reports) used by GVA in connection with its manufacture and sale of the Goods, together with any accessions, attachments, parts, accessories, substitutions, replacements and appurtenances thereto are owned by GVA ("**GVA Tooling**") and Buyer has no right, title, or interest in or to any of the GVA Tooling.

7.5 Confidentiality. All non-public, confidential, or proprietary information of GVA, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, that GVA discloses to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement, is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by GVA in writing. Upon GVA's request, Buyer will promptly return all documents and other materials received from GVA. GVA will be entitled to injunctive relief for any violation of this Section 10, without having to post bond or establish the insufficiency of a remedy at law. This Section 10 does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

8. Miscellaneous

8.1 Relationship of the Parties. The relationship between GVA and Buyer is solely that of vendor and vendee and are independent contracting parties.

8.2 Survival; Statute of Limitations. Any provision that, in order to give proper effect to its intent, should survive such expiration or termination, including, without limitation, Section 3.5, Section 4, Section 6 and Section 7, will survive the expiration or earlier termination of this Agreement.

8.3 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.4 Right to Manufacture and Sell Competitive Goods. This Agreement does not limit GVA's right to manufacture or sell, or preclude GVA from manufacturing or selling, to any person or entity, or entering into any agreement with any other person or entity related to the manufacture or sale of, the Goods and other goods or products that are similar to or competitive with the Goods.

8.5 Waiver. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of GVA. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement:

(a) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or

(b) any act, omission or course of dealing between the parties.

8.6 Assignment. Buyer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of GVA. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

8.7 Force Majeure. GVA will not be liable for any failures or delays caused by strikes, differences with workers, or any causes beyond the reasonable control of GVA, including but not limited to fires, floods, accidents, action of any governmental authority, war, insurrection or riots, or shortages of labor, energy, raw materials, production facilities, or transportation. Where delays or failures are caused by labor difficulties, GVA will not be obligated to seek or obtain any settlement that, in GVA's sole judgment, is not in GVA's best interest.

8.8 Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties and their respective permitted successors and permitted assigns.

8.9 Dispute Resolution. These Terms are made under and will be construed in accordance with the laws of the Province of Ontario Canada, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the Province of Ontario. Any suit to enforce any provision of this Agreement, or arising out of or based upon this Agreement, shall be brought exclusively in the provincial or federal courts located in Toronto, Ontario, Canada.