

## STANDARD TERMS AND CONDITIONS OF SALE

### QUOTATIONS:

A. These terms and conditions cover The Original Cast Lighting, Inc. ("OCL") products that you ("Buyer") are authorized to sell. OCL will not recognize any modification of these terms or conditions unless agreed to specifically in a writing signed by an authorized representative of OCL. OCL's sale to you of any OCL products is conditioned upon your acceptance of these terms and conditions, and any additional or different terms contained in any purchase order or other document are hereby rejected absent a written agreement to the contrary.

B. The prices shown in OCL price list or in any order acknowledgement are prices prevailing at the present time. OCL reserves the right to change such prices at any time without notice. Unless otherwise specifically provided in writing, orders will be billed at prices prevailing at time of shipment.

C. Prices issued by a written standard quotation are firm for thirty (30) days from date of quotation. Purchase orders received and acknowledged within this 30-day period will be price protected for shipment within ninety (90) days from the date of the order.

D. Prices issued by a written non-standard quotation, authorized by OCL Home Office, may offer price protection for a different period.

E. Releases for shipments beyond the price protected period (standard or non-standard) will be increased in price at the rate of one percent (1%) per month.

F. Additions to order already processed shall be considered separate orders and shall be priced accordingly.

G. All prices are subject to additional federal city and state taxes, if applicable, unless appropriate exemption certificate is on file at OCL Home Office (11902 Lackland Road, St. Louis, MO 63146).

H. All fixtures are sold without lamps, unless otherwise specified. When lamps are installed by OCL, they are installed for the convenience of the customer, and OCL assumes no responsibility or liability whatsoever for damage or looseness of such lamps which may occur in transit.

### MINIMUM ORDERS:

A. Orders for less than \$250.00 net will be subject to minimum billing of \$250.

B. Orders for special merchandise other than described in the OCL catalog are subject to a minimum billing of \$1,000 per each "special" line item on order with a minimum order for all such "special" line items of \$5,000.

C. Hold for release orders are subject to a minimum of \$5,000 per order. Hold for release orders for less than \$5,000 will not be accepted.

### PURCHASE ORDERS:

A. The acceptance of the Buyer's purchase order is contingent upon written acknowledgement by OCL at its Home Office in the form of a letter or printed acknowledgement.

B. The acceptance of Buyer's order is expressly made conditional upon Buyer's assent to the terms and conditions stated herein and in the OCL printed acknowledgement. OCL agrees to furnish the merchandise covered by its price list only upon such terms and conditions. In the absence of any written notification to the contrary, and by virtue of the issuance of a purchase order, Buyer shall be deemed to have accepted terms and conditions as stated herein and in the OCL acknowledgement. If there is any inconsistency between the terms and conditions stated herein and in the OCL acknowledgement, the terms and conditions contained in the acknowledgement shall control. OCL's failure to object to provisions contained in Buyer's forms shall not be deemed a waiver of the provisions of OCL's terms and conditions.

C. All additions, deletions or other changes to or in order are subject to all of the Terms and Conditions herein.

### SPECIFICATIONS; VARIATIONS; ERRORS:

A. Merchandise will be shipped in accordance with the standard styles and sizes as described in the OCL catalog or, if special or made to order, in accordance with OCL's drawing and specification sheets. Sizes in catalogue are approximate.

B. In the event of a conflict between a customer's written order and OCL's drawing or specification sheet marked "approved," OCL's drawing or specification sheet shall prevail.

C. OCL reserves the right to change details of design, materials and finish in any way that will not alter installed appearance or reduce function and appearance.

D. Every effort is made to avoid errors in catalogs, price sheets, specification sheets and other data. OCL will not accept responsibility for labor charge backs in connection with errors of measurements, prices, description, etc.

E. OCL will not be bound by general or blanket instructions not contained with Buyer's order. Each transaction must be accompanied by full instructions on the order itself.

F. Orders containing such phrases as "all material to be supplied as per project plans and specifications," etc. are subject to separate written acceptance by OCL.

### SPECIAL ITEMS:

Orders for special items are not cancellable except on payment for work performed.

### PACKAGING:

A. Method of packaging is at OCL's option.

B. Export packaging may be charged as an extra.

### DELIVERY AND TRANSPORTATION:

A. All merchandise is sold, and all shipments are made F.O.B. the factory of OCL.

B. OCL will use its discretion in routing all shipments and reserves the right to select carrier and truck size. If any shipment made in accordance with Buyer's instructions shall incur additional labor or carrier costs, such costs shall be paid by Buyer as invoices are rendered.

C. The shipment date mentioned on our order acknowledgement, if any, is OCL's best approximation of the probable shipment date and is not a fixed or guaranteed shipment date. Shipment of merchandise is subject to any and all delays due to any condition or happening whatsoever beyond OCL's control, including but not exclusive of strikes, fires,

riots, wars, acts of God, inability to obtain materials, governmental regulations or other conditions. OCL shall not be responsible for any damage or loss resulting, whether directly or incidentally, from delayed shipments or its inability to ship as above.

D. OCL reserves the right to make shipment in installments unless otherwise expressly stipulated in the order acknowledgement. All such installments shall be separately invoiced and paid for when due, without regard to subsequent shipments. Delay in the shipment of any installment will not relieve Buyer of its obligation to accept remaining shipments.

E. OCL reserves the right to refuse to make direct shipments to destinations outside Buyer's regular service area(s).

### TERMS OF PAYMENT:

A. Buyer shall make payments as specified herein and OCL may suspend shipment or delivery until such payments are made.

B. OCL reserves the right to charge a service charge of one and a half percent (1½%) per month, but not in excess of any lawful rate, if Buyer is delinquent in payment of invoices.

C. If, in the opinion, of OCL, the financial condition of Buyer becomes impaired or unsatisfactory, OCL may at any time limit or cancel the credit of Buyer and, before delivering additional goods to Buyer, require Buyer to pay in cash for such goods and to pay for goods theretofore delivered. Failure by Buyer to make any such payments within ten (10) days after demand in writing shall constitute a breach of this agreement by Buyer. Approval of credit of one or more deliveries shall not be deemed a waiver hereof.

D. If any shipment made in accordance with Buyer's instructions is refused for whatever reason, Buyer shall be responsible for payment of such merchandise, in accordance with the terms hereof, as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for reasonable storage, handling and delivery charges and shall pay such charges as invoices are rendered.

E. OCL shall be entitled to reimbursement for all costs and expenses (including reasonable attorneys' fees) incurred by it in connection with collection of any amounts for goods sold in the event payment therefore shall not be made when due.

F. If Buyer notifies OCL not to deliver merchandise after such merchandise has been produced by OCL in accordance with the terms of sale or Buyer's prior instructions, then Buyer shall pay reasonable storage charges until such merchandise is delivered and accepted.

### SECURITY INTEREST:

The Original Cast Lighting shall retain a security interest in all goods sold until the full amount of the purchase price (including any service charges) has been paid by Buyer. In the event Buyer shall default in payment of the purchase price, OCL shall have the right, in addition to and not exclusive of any other rights it may have under the Uniform Commercial Code or otherwise, to enter upon the premises where the goods are located and retake possession thereof, without notice, free from any claims of Buyer. At the request of OCL, Buyer will join OCL and any assignee of OCL in preparing, executing and causing to be filed any and all financing statements pursuant to the Uniform Commercial Code. Buyer hereby authorizes OCL and any assignee of OCL to file a financing statement signed only by OCL or such assignee in all places where necessary or appropriate to perfect any security interest which OCL or such assignee might be deemed to have in all jurisdictions where such authorization is permitted by law.

### USE OF MARKS

No license is granted hereunder by either party to use its marks, trademarks, service marks, tradenames, or logos. Any such use, including without limitation use for publicity, marketing, client reference or other related purposes, must be explicitly permitted in a separate written license from the owner, executed by duly authorized representatives of both parties. All products are sold under trademark and Buyer cannot alter, modify or infringe upon such trademark.

### PATENTS

Products may be patented or subject to patent protection as indicated at: [www.legrand.us/aboutus/legrand/patents.aspx](http://www.legrand.us/aboutus/legrand/patents.aspx).

### GENERAL COMPLIANCE

Buyer shall be responsible and liable for compliance with any and all laws, rules and regulations applicable to the performance of its obligations hereunder, including, but not limited to (i) the actions of its employees and the conduct and operation of its business, (ii) laws and regulations governing data privacy, and (iii) compliance with all applicable anti-corruption laws and regulations, including, but not limited to the False Claims Act (or successor legislation) and the Foreign Corrupt Practices Act (or successor legislation). Buyer's policies and practices shall explicitly prohibit the improper payment or provision of anything of value, directly or indirectly, to any public official or to any agent or consultant of any public entity or official, foreign or domestic. Buyer shall also have in place policies to ensure that normal and customary business entertainment and expenses or the provision of other things of nominal value are bona fide and legitimate under applicable law.

### ENVIRONMENTAL COMPLIANCE

A. Buyer is responsible for the care, control and management of its products, materials and wastes, including the proper off-site disposal of all waste materials in accordance with all applicable legal requirements.

B. As appropriate, Buyer shall notify its customers about any environmental and/or safety requirements and recommendations relating to OCL products.

C. Buyer is responsible for its own compliance with all applicable environmental laws, regulations and orders. Buyer acknowledges that OCL is under no obligation to inform or advise Buyer with respect to such laws, regulations and orders.

### IMPORT/EXPORT COMPLIANCE

A. Buyer shall comply with the most current import and export control and sanctions laws, regulations and orders applicable at the time of any import, export, re-export, transfer or provision of OCL products. Without limiting the foregoing, Buyer shall be

responsible for providing accurate and complete customs documentation to the extent required, and notwithstanding anything to the contrary OCL shall have the right to verify the completeness and accuracy of any such required documentation.

B. To the extent applicable to its performance hereunder, Buyer agrees to comply with all laws and regulations governing embargoes and sanctions, of the United States, France or the European Union, and to obtain all licenses, shipping documentation and authorizations required for the resale, export or re-export of OCL products, and to supply evidence thereof to OCL upon request.

C. Buyer shall not (i) supply OCL Products to any natural or legal person, organization or entity ("Prohibited Party") that is subject to embargo, sanction, or other similar restrictions, including but not limited to denied parties status, by the United States, France, or the European Union ("Restrictions"), (ii) export or re-export OCL products to a banned country, or one which is subject to Restrictions, without having obtained all necessary authorizations from French, European or American authorities, (iii) export or re-export OCL products, for the purpose of using them in sectors that are banned or subject to Restrictions (iv) export or re-export to, or engage in financial transactions with, any such party, organization or entity, or to any Prohibited Party, organization or entity with regard to which there is credible reason to believe that they fail to fully comply, or intend not to comply, with the Restrictions. OCL shall be entitled to audit Buyer to verify compliance with this paragraph.

#### **INDEMNIFICATION**

Buyer shall indemnify OCL and OCL's parent and affiliated companies, as well as the officers, directors, and employees of OCL and OCL's parents and affiliated companies, from and against any loss, damage or liability resulting from Buyer's failure to comply with any of the compliance obligations set forth herein.

#### **LIMITED WARRANTY**

A. OCL warrants, to the original purchaser or owner only, that its products, except as excluded herein, are substantially free of material defects in workmanship and materials when used in accordance with all instructions and directions for installation, operation, and maintenance furnished by OCL for a period of five (5) years from the date of shipment. This limited warranty applies to product finishes, including powder-coat exterior finishes, with the express exclusion of all other exterior metal finishes. The warranty period for all non-powder-coat exterior metal finishes shall be one (1) year from the date of shipment. All warranty claims hereunder must be presented to OCL in writing within the applicable warranty period. The warranty applies only to products that have been properly installed, operated, and maintained and is expressly nonapplicable to (i) any products which have been repaired, altered, or changed other than in accordance with instructions and directions furnished by OCL in writing, or (ii) any products that have not been installed, operated, or maintained in accordance with instructions or directions furnished by OCL in writing, or (iii) any products that have been installed, operated, or treated in any manner, which, in the reasonable judgment of OCL, adversely affects its reliability and performance, or (iv) any products that have been damaged by accident, neglect, misuse, abuse, or natural disaster, or subjected to an unsuitable physical operating environment.

B. This warranty does not apply to normal wear and tear or to consumable parts. This warranty does not apply to any product or component (including, without limitation, ballasts, transformers, drivers, circuit boards, LED sources, battery packs, etc.) not manufactured by OCL, and the sole warranty with respect to such items shall be that of the manufacturer if any.

C. OCL's sole obligation (and the exclusive sole remedy to you under this warranty) shall be the repair or replacement of any affected products, at OCL's sole discretion. Buyer is responsible for all shipping and packing charges to and from OCL's factory. No charge-back, or charge for labor or material, that does not have OCL's prior written approval will be honored, accepted or paid by OCL. Replacement products or components may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished on an exchange basis. Returned products and components that have been replaced by OCL will become OCL's property. Replacement products and components are warranted as above for the remainder of the original applicable warranty period.

D. THE WARRANTIES EXPRESSLY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY WAIVED BY BUYER AND DISCLAIMED BY OCL. IN NO EVENT SHALL OCL BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LABOR COSTS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR OTHER LOSS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE SALE, USE OR INSTALLATION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT, FROM ANY BREACH OF THIS AGREEMENT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY OCL CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS IN NO EVENT SHALL OCL'S TOTAL AGGREGATE LIABILITY TO BUYER FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS.

E. No agent, employee, or representative of OCL nor any third party has any authority to bind OCL, to any affirmation, representation or warranty concerning products sold by

OCL except as expressly stated herein or specifically agreed to in advance by OCL in writing.

#### **CLAIMS & ADJUSTMENTS:**

A. Claims for shipping errors or merchandise defects will be waived unless made in writing to OCL, 11902 Lackland Road, St. Louis, MO 63146, and within thirty (30) days after receipt of merchandise.

B. OCLs sole responsibility and obligation in the event of defective merchandise shall be limited to the repair or replacement of the merchandise, at OCLs option, at its own cost and expense, and OCL shall not be responsible for any other damage or loss which may be sustained or claimed.

C. Claims for shortages, losses, and apparent or concealed damages sustained in transit shall be made by Buyer with the carrier.

D. "Upon request, OCL will provide evidence of goods turned over to a carrier but reserves the right to charge a reasonable fee for all proof of delivery requests."

#### **RETURNED GOODS:**

A. Requests to return non-defective merchandise must be made within ninety (90) days from the date of shipment and is subject to a 50% restocking charge.

B. Only regular items in the current line are returnable. Special, made-to-order, or discontinued merchandise is not subject to return.

C. Material with invoice value of \$250 or less is not subject to return.

D. Returns of orders drop-shipped to job site will be limited to ten percent (10%) of the original labor.

E. All returned goods must be accompanied by a "Return Goods Authorization (R.G.A.)" issued by OCL.

F. Merchandise must be returned in the original factory-sealed cartons in saleable condition.

G. Returns must be made freight prepaid within forty-five (45) days of the date of OCL's Issuance of the R.G.A.

H. All merchandise returned is subject to inspection. Unsaleable and damaged merchandise will be credited at salvage value or less costs of repairs.

I. OCL reserves, the right to issue credit at prices prevailing at time of shipment, or time of return, whichever is lower. less the fifty percent (50%) restocking charge.

#### **GENERAL:**

A. All additions, deletions or other charges to or in an order are subject to the foregoing terms and conditions.

B. Possession of a price list is not in itself an offer to sell.

C. These Terms and Conditions shall be interpreted and construed in accordance with the laws of the State of Missouri, U.S.A, without regard to its choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods to this Agreement are expressly excluded. Buyer and OCL agree that the jurisdictional venue for any legal proceedings involving these Terms and Conditions or the transaction contemplated herein shall be held in any applicable state or federal court located in Saint Louis County, State of Missouri, U.S.A., and the parties agree to submit to such jurisdiction.

D. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by OCL in any quotation, acknowledgment or publication are subject to correction.

E. Buyer shall not assign its rights or delegate its duties hereunder or any interest therein or any rights hereunder without the prior written consent of OCL, and any assignment without such consent shall be void.

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