



GREENSTAR PRODUCTS, IINC.  
6900 Alamo Downs Parkway Suite 120  
San Antonio, TX 78238  
Tel: 210-370-9640  
Fax: 210-370-9659

## STANDARD TERMS AND CONDITIONS OF SALE (Dated: January 1, 2017)

Except as otherwise agreed to in writing by GreenStar Products, Inc. ("GS"), the following terms and conditions ("Terms") shall apply to GS's offer of sale ("Offer") of the luminaires, equipment or parts ("Goods") to the customer or person or entity purchasing the Goods ("Purchaser"). For purposes of the Terms, Offer means all written quotations in which the Terms are referenced, unless waived or modified in a signed writing by GS, and all resulting contracts.

**ACCEPTANCE:** Purchaser's written order accepting this Offer of Goods ("Order") or written direction to GS to proceed with engineering, procurement, furnishing, manufacturing, shipment or delivery of such Goods, shall constitute agreement to only these Terms. Acceptance of this Offer by Purchaser must be expressly limited to these Terms. Any additional or contrary terms in Purchaser's written purchase order, acknowledgment and other written direction will constitute a material alteration which GS objects to and rejects. Trade custom and/or usage are superseded by these Terms and shall not be applicable to broaden or narrow the express terms of this Offer or used otherwise in its interpretation.

**PRICES:** Prices are in United States Dollars and include the cost of the manufacturer's usual factory tests, inspection, packing, and delivery FCA GS designated facility or FCA place of shipment of GS's supplier (INCOTERMS 2010). Such prices do not include any other costs applicable to the Goods, including without limitation, export packing, loading, unloading, handling, storage, transportation, installation, and insurance charges. The prices applicable to the Goods are those in effect at the time of Order. Purchaser's payment of GS invoices containing clerical or pricing errors will not relieve Purchaser's obligation to make full payment.

**TAXES:** Prices do not include any federal, state, municipal, or local property, license, privilege, business, occupation, stamp, documentary, sales, use, excise, gross receipts, duties, custom charges, value added or other similar taxes, fees or charges ("Taxes") which may now or hereafter be imposed by any governmental authority on the Goods, or services, related to the transaction between GS and Purchaser. If Purchaser holds a direct payment permit or claims an exemption from Taxes, Purchaser shall provide GS with documentation acceptable to the taxing authorities involved. Otherwise, Purchaser agrees to pay or reimburse GS any Taxes which GS or GS's subcontractors or suppliers are required to pay. Under no circumstances shall GS be responsible for any income and/or payroll taxes attributable to Purchaser and/or Purchaser's subcontractors. Purchaser hereby agrees to indemnify GS for any liability arising out of income and/or payroll taxes attributable to Purchaser and/or its subcontractors.

**PAYMENT:** Subject to credit approval by GS, all invoices shall be paid in full in United States dollars within thirty (30) days after the date of GS's invoice. GS shall invoice Purchaser for the full purchase price of Goods shipped upon delivery of such Goods. In the event progress payments are required, GS shall invoice Purchaser for such progress payments upon completion of the applicable milestone. If, in the judgment of GS, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified in an Order, GS may require payment in advance, progress payments, payment security satisfactory to GS, or may terminate the Order and Purchaser shall be liable for cancellation charges in accordance with the termination provisions provided herein. If delivery is delayed by Purchaser, payment shall be due thirty (30) days from the date GS is prepared to make delivery. In the event Purchaser fails to make payment by the date provided herein, GS may deduct such amounts due GS from all amounts it may owe Purchaser, whether matured or unmatured, arising from this or any other transaction. Purchaser agrees that any unpaid portion of the purchase price shall bear interest at the rate of 12% per annum from and after the date due and owing. Notwithstanding any other provision of an Order, GS does not intend to and shall not charge, collect or contract for interest in excess of the maximum rate permitted by law. Any such excess interest shall be applied first to reduce any unpaid portion of the purchase price and then to all other outstanding charges owed GS, until such time as each is paid in full, at which time any remaining excess shall be refunded to Purchaser.

**DELIVERY:** Delivery dates are approximate and dependent upon (1) prompt receipt by GS from Purchaser of all information necessary to permit GS to proceed with its work immediately and without interruption; (2) Purchaser's compliance with all terms and obligations of the Order, including payment terms and continued solvency; and (3) Purchaser's ability to provide GS with adequate assurance of Purchaser's ability to fully perform its obligations under the Order, including assurances of payment, should GS reasonably request such assurances. GS shall deliver the Goods FCA GS designated facility or FCA place of shipment of GS's supplier, export packing not included (INCOTERMS 2010). Partial deliveries shall be permitted. Upon such delivery, title to such Goods shall pass to Purchaser. Purchaser shall promptly inspect all Goods for quantity differences, damages and nonconformity. Purchaser shall be deemed to have accepted all Goods not rejected within fourteen (14) days following delivery. Following acceptance, all claims of defect or non-conformity shall be governed by the WARRANTY provisions herein. In the event Purchaser requests an extension of the delivery date and GS, in its sole discretion, agrees to extend such date, GS may place such Goods in storage either at a GS operated facility or at another location, retaining the risk of loss for such Goods. In such events, (1) all costs incurred by GS in connection with such storage, including, without limitation, costs of preparing such Goods for storage, placement into storage, handling, storage/demurrage, inspection, preservation and insurance (or if storage shall be at a GS operated facility, reasonable storage costs not to exceed five percent (5%) of the total price of the Goods being stored for each month of storage), shall be due and payable by Purchaser upon receipt by Purchaser of GS's invoices, and (2) GS's delivery obligations shall be deemed fulfilled and title to the Goods shall pass to Purchaser, if it has not already passed, and (3) when conditions permit and upon payment of all amounts due hereunder, the parties shall arrange for shipment in accordance with delivery terms of the Order.

**MODIFICATIONS:** GS shall have the right to modify the design and/or method of manufacture of the Goods without advance notice to Purchaser if, in the judgment of GS, such modification does not materially and adversely affect the performance of the Goods. Upon acceptance in writing by GS, Purchaser may request reasonable changes in any one or more of the following: (1) drawings, plans, designs and specifications; (2) quantities; (3) delivery schedule; or (4) place, manner or time of delivery. If any such change increases or decreases the cost of the Goods to be provided and/or delays GS's performance, then GS shall be entitled to an equitable adjustment in price and/or time of delivery.

**FORCE MAJEURE:** In no event shall GS be liable for non-delivery or delays in delivery of the Goods or for failure or delay in the performance of any other obligations arising directly or indirectly from causes of any kind beyond GS's control, including, without limitation, acts of God, unforeseeable circumstances, acts (including delays or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, floods, weather, strikes, labor disputes, sabotage, epidemics, factory shut-downs or alterations, embargoes, delays or shortages in transportation, delay or inability to obtain or procure labor, manufacturing facilities or materials, or to obtain timely instructions or information from Purchaser.



## STANDARD TERMS AND CONDITIONS OF SALE (Dated: January 1, 2017) Page 2 of 2

**WARRANTY:** Unless a different warranty is stated herein, affixed to the Goods by the manufacturer or GS, or is specified in writing in any maintenance or operating instructions pertaining to such Goods, GS warrants that the Goods sold by GS to Purchaser will be free from defects in materials and workmanship. This warranty shall expire eighteen (60) months after the date on which the Goods are delivered by GS to the initial purchaser. If the Goods fail to conform to the foregoing warranty, GS shall, at its sole discretion, repair, replace or update, free of charge, or refund the purchase price paid for any such nonconforming Goods; provided Purchaser (1) promptly notifies GS in writing of the nonconformity, (2) furnishes GS satisfactory proof thereof, and (3) if requested by GS, returns the nonconforming luminaire, equipment or part GS and pays all expenses incurred in connection with such return. Please see our standard warranty for further details. THE FOREGOING OBLIGATION TO REPAIR, REPLACE, UPDATE OR REFUND THE PURCHASE PRICE PAID FOR THE GOODS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER, ITS CUSTOMERS AND USERS OF THE GOODS FOR THE BREACH OF THE FOREGOING WARRANTY. GS SHALL HAVE NO OBLIGATION TO DISASSEMBLE ANY NONCONFORMING GOODS OR TO INSTALL ANY REPAIRED OR REPLACEMENT LUMINAIRE, EQUIPMENT OR PART OR TO PAY ANY COSTS INCURRED IN CONNECTION WITH SUCH DISASSEMBLY OR INSTALLATION. **THERE ARE NO OTHER WARRANTIES AND GS HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**TERMINATION:** Purchaser may terminate the Order only upon written notice to GS and upon payment to GS of cancellation charges in accordance with the cancellation schedule provided in the Order, or if none is provided, reasonable and proper termination charges, including but not limited to, all costs incurred prior to the notice of termination and all expenses incurred by GS attributable to the termination, plus a fixed sum of ten (10) percent of the Order price to compensate for disruption in scheduling, planned production and other indirect costs. No termination by Purchaser for default shall be effective unless, within fourteen (14) days after receipt by GS of Purchaser's written notice specifying such default, GS fails to commence and diligently pursue correction of such default.

**LIABILITY:** The total liability of GS for any loss, damage, or claim, whether in contract, warranty, tort (including negligence and strict liability), or otherwise, arising out of or relating to this Offer or any contract based upon this Offer, shall not in any event exceed the price allocable to the Goods or service which gives rise to the loss, damage, or claim (except as further limited under the WARRANTY provisions herein). Notwithstanding the foregoing, in no event shall GS be liable under any theory of recovery, including, without limitation, contract, warranty, or tort (including negligence and strict liability) for any indirect, incidental, special or consequential damages, including, without limitation, loss of profits, business, or information; loss of use of the Goods or any associated equipment; costs of capital, substitute Goods, facilities or services; costs of down time or labor; or claims of Purchaser's customers for such damages, even if GS was advised of the possibility of such damages.

**SERVICES:** If Purchaser requests GS to provide services on the Goods, including, without limitation, installation or commissioning, and such request is accepted in writing by GS, Purchaser shall pay GS's standard charges for all such services plus all travel and expenses incurred in connection therewith, including, without limitation, permits, licenses, authorizations and approvals required under applicable federal, state, and local laws, regulations, and ordinances to permit the purchase, installation, operation and use of the Goods. GS shall provide such services in accordance with its Standard Terms and Conditions of Field Services.

**EXPORT CONTROL:** Purchaser acknowledges that the Order may concern products and/or technical data that may be controlled or restricted under the U.S. Export Administration Regulations or the Office of Foreign Assets Control, or other applicable laws and regulations relating to the export or import of products and/or technical data and may be subject to the approval of the U.S. Department of Commerce or Treasury, respectively, prior to export. Any export or re-export of Goods by Purchaser, directly or indirectly, in contravention of the export control laws, economic sanctions laws or other applicable laws or regulations is prohibited, and Purchaser shall comply with all such laws and regulations, as well as the U.S. Foreign Corrupt Practices Act and similar laws of applicable foreign jurisdictions. Purchaser shall not seek to influence sales or other business affairs by means of bribery, kickbacks, illegal payments or other ethically questionable inducements, including gifts or anything of value. Additionally, the Goods shall not be sold for use in, or to parties that are suspected to be involved in, the development, production, use or stockpiling of weapons of mass destruction; to entities or individuals on any applicable lists of parties denied export privileges (including, without limitation, to parties in any embargoed countries. This provision constitutes an independent covenant and continuing obligation of Purchaser and shall survive the termination of any Offer or resulting contracts.

**GOVERNING LAW:** This Offer may only be accepted in Bexar County, Texas and any contract resulting from it shall be performable, in whole or in part, in Bexar County, Texas and shall in all respects be governed, construed, and enforced according to the laws of the State of Texas, U.S.A (without giving effect to its conflict of laws principles). If Purchaser's principal place of business is in the United States, then venue for all disputes arising out of this Offer or any contract resulting from it shall be in Bexar County, Texas (or in the Southern District of Texas if such proceeding is in a United States District Court).

**GENERAL:** These Terms may not be waived or modified unless done in writing and signed by an authorized representative of TIC. Any waiver by TIC of a breach of any of these Terms shall not constitute a waiver or prejudice TIC's right to otherwise subsequently demand strict compliance with that or any other term or condition. The provisions of these Terms as well as the provisions of any resulting contracts are severable and if any provisions are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions or portions shall nevertheless be binding and enforceable. The election of TIC to pursue any remedy shall not exclude pursuit of any other remedy otherwise available to TIC or limit its right to declare Purchaser in default. Any Offer is subject to change by TIC prior to actual receipt by TIC of written acceptance of such offer and shall expire thirty (30) days from the date of offer. The Terms are subject to change by TIC at any time prior to an Order, and all Orders are subject to TIC's published standard terms and conditions of sale in effect at the time of the Order.

**ENTIRE AGREEMENT:** These Terms shall be the only terms and conditions applicable to the sale of the Goods described herein and shall supersede all prior oral or written communications regarding the subject matter of the Offer or any resulting contract.