

**PAYMENT TERMS:**

Purchaser agrees to pay the prices quoted by Illumisoft Lighting Canada Ltd ("Illumisoft") and is responsible for applicable shipping and handling charges and taxes. Payment terms for sales of Illumisoft Lighting products, services and service offerings as per quote. If purchaser does not pay any invoice, in whole or in part when due, Illumisoft shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due to Illumisoft is collected by or through an attorney, Illumisoft shall be entitled to recover all costs of collection, including attorney's fees. No claims or deductions from remittances will be accepted without written approval.

**PRICES:**

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "firm," Illumisoft reserves the right to invoice at the prices in effect on the date of shipment. Illumisoft reserves the right to require minimum order amounts. Prices exclude all taxes.

**FREIGHT ALLOWANCE:**

Freight allowances are as following:

1. For Sales and shipping within Canada, the freight allowance is \$2500 CAD for all provinces except B.C and Alberta, and \$3500 CAD for B.C and Alberta
2. For Sales and shipping within the continental USA (except Alaska), the freight allowance is \$1500 USD. \$2500 USD for Hawaii.

Any orders that qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and allowed or as otherwise agreed to in writing by Illumisoft. Any orders that do not qualify for a freight allowance will be shipped F.O.B. Ogdensburg NY (USA purchases), or F.O.B. Ottawa Canada (Canadian purchases) with customer specified shipping or freight prepaid. For all orders that qualify for freight allowance, Illumisoft reserves the right to select the carrier and method of shipment and to route shipments at Illumisoft's discretion. Illumisoft will ship in the manner selected by purchaser provided purchaser assumes any additional transportation costs.

**Admin/Prep Fee**

A charge of \$15 (in the currency of the purchaser's location) shall be added to all orders that are shipped by Illumisoft to the purchaser.

**TAXES:**

Purchaser has responsibility for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership, license or use of the products or services.

**TRANSPORTATION CLAIMS:**

Title and risk of loss passes to purchaser upon delivery of products by Illumisoft to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of purchaser. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from purchaser to Illumisoft.

**PACKAGING:**

Illumisoft reserves the right to optimize packaging at its discretion. Some products may only be available in bulk package multiples or case quantities.

**SERVICE AREA LIMITATION:**

Illumisoft reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the applicable Illumisoft distributor.

**RETURN OF MERCHANDISE:**

No merchandise may be returned without prior written authorization from Illumisoft. Requests to return merchandise must be made within thirty (30) days from date of shipment by Illumisoft. All returns must be shipped prepaid to the location designated on the

return authorization. Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum disposition charge of 35% (to defray the cost of handling). All returned product must be in salable condition in order to qualify for credit. Return authorization will not be granted when the value of all items to be returned is less than \$300.

**CANCELLATIONS:**

Cancellation of orders will be accepted only if made in writing and approved by Illumisoft Lighting in writing prior to shipment of order. Verbal cancellations will not be accepted. Cancellation of any order will incur charges for work already performed and for material purchased by Illumisoft at Illumisoft's sole discretion.

**LIMITED WARRANTY:**

Statements of the limited warranties provided by Illumisoft for Illumisoft products, services and service offerings are available upon request.

**LIMITATION OF LIABILITY:**

The total liability of Illumisoft on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Illumisoft's sale, delivery, resale, repair, or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period. Illumisoft shall not be liable for damages that result from the delivery of products or the performance of services that do not occur within purchaser's specified time frame or for any delay or default in delivering products or performing services where occasioned by any cause beyond the control of Illumisoft, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes. IN NO EVENT SHALL ILLUMISOFT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

**INTELLECTUAL PROPERTY:**

Nothing herein shall be construed to grant to purchaser or any end user of an Illumisoft product any right, title, or interest in or to any intellectual property rights (including, without limitation, any patent, trademark or copyright) embodied in or associated with the products, services, service offerings or related items that may be already installed in or included with the products, services or service offerings (the "Items"). The Items are not sold, and are protected by international intellectual property laws and treaties. Such items may be used solely in connection with the product, service or service offering with which it is included, subject to any additional terms and conditions that may become applicable when the end user installs or accepts the Items or part of a written agreement between Illumisoft and the end user. The products may not be loaned, rented or disclosed, nor may access be provided to the Items, for a fee or otherwise, to any third party. The Items may be permanently transferred, but only as part of a sale or transfer of the products, provided that no copies are retained, all Items are transferred, and such sale is subject to the applicable terms of these Terms

and Conditions of Sale. No product or Items shall be duplicated, reverse engineered, or decompiled by anyone other than Illumisoft except and only to the extent this restriction is prohibited by law.

**CHOICE OF LAW; CONSENT TO JURISDICTION:**

These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of Delaware, without regard to such state's laws related to choice of law. Any Court in Delaware shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale.

**GENERAL:**

Unless otherwise specifically agreed in writing by an authorized representative of Illumisoft, any different or additional terms and conditions proposed by any purchaser in a purchase order, response to a quotation or other proposal, are hereby rejected by Illumisoft and shall not be incorporated into any order or other agreement for the sale of Illumisoft products, services or service offerings. Purchaser's assent to these Terms and Conditions of Sale shall be conclusively presumed from purchaser's acceptance of all or part of any products, services or service offerings ordered. If an authorized representative of Illumisoft has acknowledged purchaser's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, such acceptance is expressly made conditional on purchaser's assent solely to these Terms and Conditions of Sale which shall form part of the acknowledgement, and acceptance or authorized resale by purchaser of any products or services shall be deemed to constitute such assent. If any quotation or other document of Illumisoft is deemed to constitute an offer to purchaser, purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale. These Terms and Conditions of Sale, together with any warranty statement by Illumisoft, constitute the entire sales agreement between Illumisoft and purchaser, unless they are made part of a written agreement between Illumisoft and purchaser. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Sale. Illumisoft objects to and rejects any terms between purchaser and any other party, and no such terms, including but not limited to any government regulations or "flowdown" terms, shall be a part of or incorporated into any order from purchaser to Illumisoft, unless agreed to in writing by an authorized representative of Illumisoft. These Terms and Conditions of Sale supersede all those published or issued previously by Illumisoft. All orders are subject to final acceptance by Illumisoft and credit approval. Illumisoft will not accept orders that require customer-furnished components, unless agreed to in writing by an authorized representative of Illumisoft. Illumisoft price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. Illumisoft shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted purchase orders.

***Illumisoft reserves the right to change these Terms and Conditions of Sale at any time without notice.***

Illumisoft Lighting Inc.  
Mailing Address:  
160 Spruce St. Ottawa ON K1R 1C6 Canada  
PHONE 888-441-0555 [www.illumisoftlighting.com](http://www.illumisoftlighting.com)

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