

## TERMS AND CONDITIONS OF SALE

These terms and conditions supersede all others, including those on customer purchase orders.

### PRICES & TERMS

All prices are Ex factory and do not include any applicable taxes. Prices are subject to change without notice. Terms are net TT in advance before shipment. Minimum billing is USD100, excluding all applicable taxes and transportation charges. Replacement parts covered by warranty are exempt from this minimum charge.

### FREIGHT + DELIVERY

FOB factory freight allowed on net single shipments of product valued at USD10,000 and above. Shipments of less than USD10,000 will be Ex Works and are subject to local freight charges. Carrier and routing are at Phenix Lighting's discretion. Shipments can be made via express or other manner as requested provided that the customer assumes additional costs and provides authorization in writing. The scheduled delivery is based on the expected shipping date but is not a fixed or guaranteed shipping date. Phenix Lighting is not responsible for any direct or indirect damage or loss resulting from any delay in shipping.

### ORDER ACCEPTANCE

All orders are subject to the final approval of Phenix Lighting. Orders shipped to warehouse addresses must be supplied with the project name and location. Upon receipt of this information production scheduling will proceed.

### CLAIMS

All products are shipped at purchaser's risk. The carrier assumes responsibility when the carrier picks up the shipment. Title of goods passes to the purchaser upon delivery by Phenix Lighting (or authorized factory) to the carrier and the purchaser shall make all claims for damage or shortage in transit with the delivering carrier. All other claims, including those for missing components, must be made in writing to Phenix Lighting within fifteen (15) days of receipt of shipment.

### RETURNS + CANCELLATIONS

Products may be returned only with the written consent of Phenix Lighting. If such authorization is provided, returned shipments must be prepaid and in the original cartons without any markings and with return authorization documents from the factory. All returns are subject to a minimum 50% restocking charge plus any cost of reconditioning. There will be no charge for re-stocking or shipment of products deemed defective in material or workmanship when the authorized return is completed within the warranty period. Special fixtures with custom features are not returnable. All orders are considered non-cancelable unless written consent is issued by Phenix Lighting. No agent, distributor or dealer is authorized to give consent for returns or cancellations on behalf of Phenix Lighting. A cancellation fee will be based on costs incurred by Phenix Lighting prior to receipt of cancellation notice. No cancellation will be considered without a formal written request from the customer.

### ORDER ADDITIONS + CHANGES

Additions or changes to orders already received and entered into production will be considered as new orders.

### PRODUCT CHANGES + DISCONTINUATION

Phenix Lighting reserves the right to change product design or discontinue any product or product option without notification.

### FIVE (5) YEAR LIMITED WARRANTY

#### 1. Limited Warranty

The warranty as described herein shall only apply to Phenix Lighting branded lighting products sold by Phenix Lighting (hereinafter referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from Phenix Lighting or its agent (hereinafter referred to as 'Purchaser'). Phenix Lighting warrants that the Product will be free from defects in material and workmanship for a period of five (5) years. The warranty period starts on the date of invoice, which typically coincides with the ship date from the factory.

#### 2. Warranty Terms + Conditions

If Purchaser returns any Product covered by this warranty in accordance to Section 3 and within the warranty period and, upon examination, Phenix Lighting determines to its satisfaction that such Product failed to satisfy this warranty, Phenix Lighting will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. If Phenix Lighting chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Phenix Lighting may replace the product with a comparable product (that can show small deviations in design and product

specification) at its discretion. A Product shall not be considered defective solely as a result of failure of individual LED components to emit light. The LED component will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product fail to illuminate.

This limited warranty does not include any removal or reinstallation activities, costs or expenses, including without limitation, labor costs or expenses. This warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, standards or any other document accompanying the Products. This warranty does not apply to damage or failure to perform arising from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s). Phenix Lighting cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and ripple current control systems that are beyond the specified limits of the products and those defined by relevant supply standards.

This warranty shall be void if any person opens the Product in any way other than as specified for installation and maintenance, or makes any unauthorized repairs or alterations to the Product. If requested by Phenix Lighting, the non-conforming or defective Products shall become the property of Phenix Lighting as soon as replacements have been supplied.

No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of Phenix Lighting, in any matter. Phenix Lighting reserves the right to make the final decision on the validity of any warranty claim.

If a Product is found to be defective the Purchaser must notify Phenix Lighting in writing in accordance with Section 3. Phenix Lighting will facilitate the technical resolution of problems. Upon request, Phenix Lighting representatives must be given access to the defective Product, system or application for verification of non-compliance. Third party products sold by Phenix Lighting are not covered under this warranty, except as indicated in Section 5.

#### 3. Warranty Claims

All warranty periods mentioned are subject to a Phenix Lighting representative having access to the failed product for verification of non-compliance. Warranty claims have to be reported and returned to Phenix Lighting within 30 days after discovery, specifying at least the following information:

- Details of the failed Products;
- Installation date and invoice date;
- Detailed description, number and % of failures, date-code of failure;
- Application and hours of operation.

Phenix Lighting may charge Purchaser for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

#### 4. No Implied or Other Warranties

The warranty and remedies contained in the terms of the limited warranty are the only warranties given by Phenix Lighting with respect to the Products and are given in lieu of all other warranties, whether express or implied. These terms and conditions state the Phenix Lighting entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by Phenix Lighting to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if Phenix Lighting has been advised or is aware of such defects.

#### 5. Other Limitations

With respect to products sold to the Purchaser by Phenix Lighting but not bearing the Phenix Lighting brand, Phenix Lighting makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, unless expressly written by Phenix Lighting in the product documentation. Phenix Lighting will make available to the Purchaser upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

This warranty covers the Product only and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned).