



## Terms and Conditions

This sale or quotation to sell is subject to the terms and conditions stated herein, on the face of the invoice, and in all other documents accompanying the purchased products) which are in lieu of and replace any and all terms and conditions set forth in any documents issued by the customer, including, without limitation, any purchase orders and any specifications. In case of conflict between the terms and conditions stated here and those on the face hereof shall control. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON SUCH DOCUMENT ISSUED BY CUSTOMER AT ANY TIME ARE HEREBY OBJECTED TO BY SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON SELLER. No waiver or amendment to these terms and conditions shall be binding on Seller unless made in a writing expressly stating that it is such a waiver or amendment and signed by Seller. Definitions. 'Product' or 'Product(s)' shall mean any configuration of products manufactured or distributed by The Sloan Company or SloanLED, including documentation, that are sold or licensed to the customer. "Seller" shall mean SloanLED or The Sloan Company. Buyer shall mean any party placing an order with SloanLED or The Sloan Company. Acceptance. All Product orders placed by customer with Seller are subject to acceptance by Seller. Payment. Customer shall pay Seller for all charges listed on Seller's invoice, including all shipping and handling charges. Unless otherwise stated on the face hereof, all payments shall be due upon receipt of invoice. On any amounts not paid when due, customer agrees to pay interest at the rate of 11/2% per month (18% per year) or, if such rate is in excess of the rate allowed by law, then customer agrees to pay the highest rate allowed by law. In addition, customer agrees to pay all costs of collection, including costs of litigation and reasonable attorney's fees. Seller reserves the right to obtain a security interest in the Products sold to customer, and in proceeds thereof, until payment is made in full by customer. Customer agrees to execute financing statements and other instruments at Seller's request. A \$100.00 collection fee will be charged for all dishonored checks. Taxes. Unless otherwise stated on the face hereof, prices do not include any customs duties, sales, use, value added, excise, federal, state, local or other taxes. All such duties or taxes shall be paid by customer, or, in lieu thereof, customer shall provide Seller with an appropriate tax exemption certificate. Title. Title to Products passes from Seller to customer upon shipment to customer. Title to Software remains with the applicable licensor(s). Returns and adjustments. No Product may be returned for any reason without the prior approval of Seller. All returns shall be delivered or shipped with shipment prepaid to the facility designated by Seller in the original packaging or equivalent, together with a dated proof of purchase (including invoice) and a returned material authorization (RMA) number. All costs incurred in returning Product(s) to such facility, including insurance, duties or other fees must be paid by Customer. The RMA number may be requested from 805 676-3200 and should be written on the outside of the shipping container. Customer shall be responsible for all shipping charges and shall assume all risk of loss or damage to Product while in transit to Seller. If you return parts or systems to Seller either: (i) without prior authorization from Seller; or (ii) beyond the period prescribed by Seller for such return; or (iii) without an RMA number written on the outside of the shipping container; or (iv) without proper packaging, Seller retains the right to refuse delivery of such return and charge you the retail price of such parts or systems at the time the parts or systems were shipped to You (as determined by Seller) plus a charge of \$60 to cover Seller's collection and handling costs. In the event a customer fails to return parts or systems to the designated facility within the required time period, Seller retains the right to: (i) charge the customer the retail price of such parts or systems at the time the parts or systems were shipped to the customer (as determined by Seller) plus a charge of \$60 to cover Seller's collection and handling costs, (ii) charge the customer for any other collection or legal expenses incurred due to such failure to return (ii) inactivate the customer's account until such payment is made. While a customer's account is inactivated, the customer shall not be provided with technical support or customer and warranty service. In all cases, the return by Seller to customer of money due to the return by customer of Product will not include the return of shipping and handling charges. UNDER NO CIRCUMSTANCES SHALL SELLER REFUND SHIPPING AND HANDLING CHARGES TO THE CUSTOMER. Force Majeure. Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control and without the fault or gross negligence of Seller. Quantities are subject to availability. In the event of production difficulties or Product shortages, Seller may allocate sales and deliveries at its sole discretion. Component resale. Customer shall not engage in the business of reselling components purchased from Seller, or remove components from Product for resale, except upon express prior written authorization of Seller. Arbitration. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract.

In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract. Notices. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for. Limited Warranty. UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY SELLER, SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY DOCUMENTS PROVIDED WITH THE SELLER'S PRODUCTS AND ALSO AVAILABLE FROM SELLER BY CALLING 805 676-3200. Any claim must be made within the applicable warranty period and Seller and any other companies have no liability thereafter. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by seller to have been caused by the customer, or repairs made by anyone other than the seller, or you with the assistance of the seller's technical support. The seller reserves the right to substitute functionally equivalent new or serviceable reconditioned products for products replaced under warranty. Responsibility under applicable limited warranties is limited to repair or replacement, either of which may be selected by the warranty provider at its sole discretion.

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Any parts replaced by the seller become the property of the seller. All limited warranties granted on Products are to the initial customer end user and are non transferable. Customer agrees to indemnify and hold the seller harmless from all claims, judgments, liabilities, expenses, or costs arising from customer's breach of these terms and conditions of sale and/or acts or omissions. Limitation of liability. IN NO EVENT SHALL THE SELLER OR THEIR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SELLER OR MCSI'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SALE, OR FROM THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS OR SERVICE SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF THE SELLER, OR OTHERWISE. No warranty of intellectual property rights. Substitutions and modifications. Seller reserves the right to substitute or change materials, parts, Product specifications or functional attributes at any time without notice. Seller also reserves the right to ship Product in multiple boxes and/or shipments. Cancellations. Seller reserves the right to refuse to accept any order cancellation. Furthermore, if, in the sole opinion of seller, the seller determines that the material procured or product produced is unique to the buyers order(s), then seller shall be entitled to full payment for all material ordered. User Governing Law, Jurisdiction and Costs. This agreement is governed by the laws of the State of California, without regard to its conflict or choice of law provisions. Customer acknowledges and agrees that Customer is an appropriate place for venue of any litigation and that California courts have jurisdiction over this agreement and customer. In the event the customer and Seller are unable to resolve any customer dispute, and any collection action, suit or other judicial proceeding is commenced, the prevailing party in any such collection action, suit or judicial proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred. Assignment. Customer may not assign its rights or obligations hereunder without the express prior written consent of Seller. Severability. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. Waiver of contractual right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract. Entire agreement. These terms and conditions, including those on the face hereof, constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, whether written or oral, relating to said sale, including any terms and conditions on any of customer's documents or purchase orders. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. If any provision of this agreement shall be held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

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