

TERMS AND CONDITIONS

ACCEPTANCE/GOVERNING TERMS

THESE TERMS AND CONDITIONS OF SALE ("TERMS") SHALL APPLY TO ALL SALES OF FLEXTRONICS LIGHTING SOLUTIONS (hereinafter FLS) PRODUCTS ("EQUIPMENT"). UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF FLS, 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 FLS AND SHALL NOT BE INCORPORATED INTO ANY AGREEMENT FOR SALE OF EQUIPMENT. PURCHASER'S ASSENT TO THESE TERMS SHALL BE CONCLUSIVELY PRESUMED FROM PURCHASER'S ORDERING EQUIPMENT QUOTED BY FLS, PURCHASER'S FAILURE TO OBJECT IN WRITING TO THESE TERMS, AND/OR PURCHASER'S ACCEPTANCE OF ALL OR PART OF ANY EQUIPMENT ORDERED. IF FLS IS FOUND TO HAVE ACKNOWLEDGED PURCHASER'S ORDER OR PROPOSAL, AND SUCH ACKNOWLEDGMENT CONSTITUTES AN ACCEPTANCE OF AN OFFER, SUCH ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON PURCHASER'S ASSENT SOLELY TO THESE TERMS WHICH SHALL FORM PART OF THE ACKNOWLEDGMENT, AND ACCEPTANCE BY PURCHASER OF ANY EQUIPMENT SHALL BE DEEMED TO CONSTITUTE SUCH ASSENT. IF ANY QUOTATION OR OTHER DOCUMENT OF FLS IS DEEMED TO CONSTITUTE AN OFFER TO PURCHASER, PURCHASER'S ACCEPTANCE OF SUCH OFFER IS LIMITED TO THESE TERMS.

1. Orders

FLS price sheets and quotations are not offers to sell, and possession of a price sheet or quotation does not entitle one to purchase. FLS shall not be bound to sell any Equipment unless it shall (in its sole discretion) accept submitted purchase orders. Orders for standard catalog Equipment may be canceled by the Purchaser up to 24 hours after Purchase Order receipt acknowledgment, subject to a handling/restocking charge up to 25% in accordance with Section 8 below. Orders for custom-made Equipment may not be canceled by the Purchaser unless such cancellation is approved in writing by FLS, in which case Purchaser shall reimburse FLS for all work already performed and for special material purchased by FLS. If an order is canceled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to the Purchaser, and Purchaser also shall be liable for, and shall promptly pay to FLS, the full purchase price of the Equipment.

2. Shipment and Delivery Terms

(a) Unless otherwise noted, shipment of Equipment will be Incoterms 2010, FCA El Paso. Purchaser shall notify FLS in writing at least 5 calendar days (for domestic US shipments) and 15 calendar days (for international shipments) prior to the scheduled shipping date of special or alternative shipping instructions. Based on Purchaser request, FLS may ship (i) via ground shipment (domestic) and air or sea freight (international), (ii) via carrier selected by FLS, and (iii) utilizing the carrier's standard insurance coverage up to the invoice value of the Equipment being shipped. If Purchaser elects to handle its own shipping, Purchaser shall be solely responsible for making all arrangements for pickup on a timely basis.

(b) In the event that Purchaser elects to handle its own shipping, FLS shall deliver the products EXW FLS' facility. FLS will not be responsible for storage charges or cartage charges beyond the destination address acknowledged by FLS. The Equipment is inspected and tested for defects prior to shipping, and all claims for damages or shortages in transit shall be made by Purchaser with delivering carrier within 10 calendar days after delivery.

3. Prices

Price does not include freight charges (except as noted on quotation provided by FLS), handling charges or charges for installation, commissioning, or engineering services unless otherwise stated. All shipping and FLS's standard handling charges are added to the final invoice or to progress invoices if there are multiple shipments.

4. Payment Terms

Unless otherwise noted, the default payment terms are net 30 calendar days from invoice date. All accounts shall be paid in U.S. Dollars (unless specifically agreed otherwise by FLS) to in accordance with the payment terms specified in the quotation and/or listed on FLS's invoice. All payment amounts are net of applicable fees. FLS reserves the right to not ship Equipment, and/or to not put an order for customer Equipment into production, until receipt of an initial deposit, which may be specified on an FLS quotation or order acceptance. Credit references may be requested by FLS, and if, in the judgment of FLS, the financial condition of Purchaser at the time Equipment is ready for shipment does not justify the terms of payment specified, FLS may at its sole discretion require either full or partial payment before accepting an order. An interest charge of 1.5% per month of the unpaid balance will be added starting from invoice past due date. A Warranty claim shall not affect payment terms. If FLS refers a claim for payment to an attorney or agent for collection or pursues any other collection remedies, Purchaser shall pay all associated costs and attorney's fees, including all costs associated with the filing of liens and other legal actions.

5. Delivery and Delay

Shipping dates are approximate and are based on conditions existing at the time of FLS's receipt of the Purchaser's firm order and full information. FLS will use commercially reasonable efforts to ship by the estimated shipping date but it shall not be responsible for any delay or any damage arising from a delay. Delivery dates in no event shall be construed as falling within the meaning "time is of the essence." In addition, FLS shall not be liable for any damages, loss or delay due to war, riots, fire, flood, strikes or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the Purchaser, embargo, shortage of transportation facilities or delay in transportation, or inability to obtain necessary labor or materials from usual sources, other contingencies of manufacture or shipment, or other causes beyond the reasonable control of FLS. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay. FLS will use all reasonable efforts to comply with Purchaser's request as to method of shipment, but FLS reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such cases FLS will notify Purchaser of such changes as soon as reasonably possible. If the Purchaser declines or is unable to take delivery at the time(s) specified, FLS will have the Equipment stored for Purchaser's risk and account, and the Equipment shall be considered "shipped" and the final invoice shall be issued and due.

6. Taxes

The price does not include any present or future federal, state, national or local property, license, privilege, sales, use, VAT, GST, gross receipt, withholding or other excise, transportation, occupational, like taxes or assessments, or duties or import/export fees or charges, which may be applicable to, measured by, imposed upon or result from this transaction or any services performed in connection therewith. Any such taxes or charges itemized separately to Purchaser on FLS's quotation, order acknowledgment or invoice shall be paid promptly to FLS. In addition, Purchaser shall reimburse FLS and hold FLS harmless for all such duties, taxes and charges which FLS is required to

collect or remit to applicable customs and tax authorities (including any interest or penalties thereon), whether prior to or following shipment. All other duties and taxes incurred by the Purchaser as a result of the purchase of the Equipment or otherwise through performance of the contract shall be the Purchaser's responsibility to pay directly to the proper customs and taxing authority. FLS will accept a valid exemption certificate from Purchaser, if applicable; provided, however, that evidence of Purchaser's tax exemption status must be provided to FLS prior to shipment.

7. Specifications

FLS reserves the right to discontinue items, modify designs, substitute materials and change specifications and/or dimensions without notice and without incurring any liability. FLS in no way, express or implied, accepts responsibility for selection of input voltage. Unless specifically agreed by FLS in writing, it does not warrant compliance of Equipment with Purchaser's individual project specifications.

8. Returned Merchandise

Only FLS's standard catalog Equipment may be returned by Purchaser with prior written authorization in the form of a Return Materials Authorization (RMA), which has been issued by FLS expressly for the Equipment to be returned. NON-STANDARD, OUTDATED, MODIFIED, CUSTOMIZED, OBSOLETE, DAMAGED, OR UNAUTHORIZED EQUIPMENT IS NOT RETURNABLE. The RMA will be issued at the sole discretion of FLS. Unless otherwise noted, RMA's must be requested within 45 calendar days from original date of shipment of the Equipment, and are valid for 30 calendar days from date of issue. Except with respect to non-conforming Equipment as to which a Warranty claim is being made, all returned Equipment must be in re-saleable condition and in its original sealed packaging in order to qualify for a credit. Any applicable credit shall be issued based on the original invoice price, or price in effect at the time of return, whichever is lower, less a minimum handling/restocking charge of 25%. In the case of a "Seeing is Believing" order, the handling/restocking charge may be waived at the discretion of FLS. Purchaser is responsible to provide full catalog or item numbers, original purchase order number and original invoice numbers in order to process any RMA request for this purpose. Equipment accepted for return must be shipped at the Purchaser's expense freight prepaid with tracking number provided to FLS, and the RMA Packing List supplied by FLS must accompany the shipment including all parts, manuals, and any other items packaged with the original Equipment packaging. FLS will not take ownership of any returned Equipment until it is received, inspected and found to be acceptable for return by FLS. Damaged, unauthorized, broken, modified, customized, or obsolete Equipment received will at FLS's option be scrapped or returned to Purchaser freight collect, with no credit issued.

9. Indemnification

Purchaser shall be solely responsible for, and shall indemnify and hold FLS, and its agents, trustees, officers, directors, employees, agents, successors and assignees free and harmless from, any and all claims, damages or lawsuits (including attorneys' fees) arising out of the acts or omissions of Purchaser, or its employees, architects, installers, contractors or agents and from any claims or liabilities arising out of or connected to any (a) breach by Purchaser of its obligations under these Terms, including, without limitation, any penalties, interest, attorneys' fees and disbursements incurred by FLS or any person relying upon Purchaser's obligations under these Terms, and/or (b) any costs, charges or damages related to the improper installation, removal, or re-installation of the Equipment, including any rework of walls, ceilings or other facility components required in connection with the inspection, removal and/or reinstallation of Equipment in connection with warranty claims.; and/or (c) any claims or liabilities, whether brought by Purchaser or a third party, including but not limited to tort or personal injury with respect to FLS services and Equipment.

10. Confidentiality

Any proposals, prints, brochures, drawings, pricing quotations, or other information furnished by FLS and marked as Confidential or communicated to Purchaser as Confidential are intended for confidential use by Purchaser, shall remain the property of FLS, shall not be disclosed or used other than for the purposes specified under these Terms, and are protected against unlawful use or disclosure by common law and federal and state statutes that cover copyright, patents, trademarks, and trade secrets. Any unauthorized use, printing, copying, disclosure or dissemination of such information may be subject to legal restriction or sanction.

11. Promotional Material

All FLS's drawings, descriptive matter, weights, dimensions, the descriptions and illustrations contained in FLS's catalogs, price lists, website or advertisements, are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of this contract.

Because FLS is continually researching and improving its products, it reserves the right to modify its designs and specifications without notification.

12. Patents; Trademarks; Copyright and License Notice

FLS retains all proprietary rights in and to all intellectual property, including designs, engineering details and other data and information pertaining to all products sold hereunder, except to the extent rights are expressly granted under a separate written license agreement signed by an authorized legal or business representative of FLS. Whether or not covered by a registration or application, all FLS patents, trademarks, trade secrets, know-how, domain names, copyrights, trade names and/or logos associated with FLS products and services or with FLS business are the sole property of FLS. Unless otherwise specified, all materials containing logos, graphics, marks, icons and images associated with or of FLS, as well as the selection, assembly, and arrangement thereof, are the sole property of FLS or the companies it represents. No materials may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without prior written permission from FLS. All rights not expressly granted herein are reserved. Any unauthorized use of the materials may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

13. Services

FLS may provide commissioning or engineering services in connection with the Equipment pursuant to a services order accepted by FLS. All services will be provided at FLS's then current rates and will be invoiced and paid on a monthly basis unless mutually agreed otherwise in writing. Any control programs developed by FLS pursuant to programming services constitute FLS's proprietary property and will be owned by FLS and licensed to Purchaser in perpetuity for Purchaser's use solely in conjunction with the Equipment and control system. FLS warrants that the services will be performed in a professional workmanlike manner. Purchaser's sole and exclusive remedy, and FLS's sole and exclusive liability for any breach of this service warranty is re-performance of such FLS services, as necessary. Purchaser must notify FLS of the breach within 30 calendar days of the service. The service warranty does not include any travel expenses incurred by FLS which will be invoiced monthly. In no event shall FLS be liable for indirect, special, incidental, punitive or consequential loss or damages of any kind, however caused, or any punitive, exemplary or other damages whatsoever based in contract, warranty, tort or otherwise. No action arising out of or in anyway connected with the services furnished by FLS may be brought by Purchaser.

14. Limited Warranty

Equipment is tested and proven to be operational at the time of manufacture by FLS. Provided the Equipment is installed and operated in accordance with manufacturer's recommendations and compliant with applicable codes, under intended use and normal conditions of use, FLS warrants that its Equipment will be free from defects in materials and workmanship for a period of five (5) years from date of shipment of the Equipment (the "Warranty Period"); provided Purchaser must notify FLS within 30 calendar days of discovery of the defect or failure and within the Warranty Period. Purchaser may elect to purchase an extended warranty for up to a maximum of an additional five (5) years for a total of ten (10) years from date of shipment (the "Extended Warranty") at the amounts quoted by FLS. The Standard Warranty is included by default in the price of the Equipment as set forth in the quote. If Purchaser desires to purchase an Extended Warranty, Purchaser must identify the Extended Warranty as a separate line item on its purchase order at the amount set forth in the quote provided by FLS and any Extended Warranty shall not be agreed upon until accepted in writing by Flextronics. The Standard Warranty and Extended Warranty are hereinafter referred to, as applicable in accordance with the warranty Purchaser has purchased, as the "Warranty."

The LED arrays in the Equipment will be considered defective in material or workmanship only if a total of 10% or more of the individual light emitting diodes in the Equipment fail to illuminate. Except as otherwise set forth herein, FLS does not warrant battery packs, photocells, occupancy sensors, surge protection devices, wireless controllers, and other third party devices that are not manufactured by FLS, which are covered by the applicable third party manufacturer warranty (if any). Such third party manufacturer shall be solely responsible for the costs related to any claims associated with any such devices. Emergency battery back-ups will be considered defective only if it fails to perform for a full 90 minutes. For avoidance of doubt, the repair of FLS products (such as replacement of parts/components in FLS products) does not modify or extend the Warranty Period.

The Equipment will be considered defective in material or workmanship if light output fails to be within 70% of initial output as stated on the data sheet at the time of purchase within the first 5 years of operation, including tolerances (not applicable to extended warranties).

Purchaser's sole and exclusive remedy for breach of the Warranty is as follows: Equipment determined to be defective by FLS within the Warranty Period will be repaired or replaced with the same or functionally equivalent Replacement Equipment at FLS's sole discretion and option at its factory service center at no cost to Purchaser. The Warranty applies only to the original Purchaser and is not transferable or assignable. Under the circumstance where Replacement Equipment is required, a Return Materials Authorization (RMA) must be requested in writing by the Purchaser. Purchaser is responsible to provide full catalog or item numbers, original purchase order number and original invoice numbers in order to process any RMA request. RMA will be issued at the sole discretion of FLS. If Purchaser fail to ship the Returned Equipment and provide tracking number to FLS within 30 calendar days after the issuance of the RMA, Purchaser will be deemed to have purchased the Replacement Equipment and payable under the Standard Payment Terms.

All warranties are void without full payment to the original invoice, including full payment of collection costs as described in Section 4 (Payment Terms) above. The Warranty does not cover, and FLS will not be liable for, any conditions, defect or damage attributable to (1) misuse, inadequate or faulty installation, misapplication, mishandling, abuse, neglect, improper storage or maintenance, operation outside of specified ambient temperature range, extreme environmental conditions, failure to comply with any applicable product classifications or certifications, standards, codes, recommendations, maintenance, product specification sheets or instructions

, improper or inadequate maintenance, accident, or tampering; (2) the incompatibility, improper design, manufacture, installation, operation or maintenance of products, components, accessories, equipment or materials not supplied by FLS; (3) problems resulting from external causes such as accident, abuse, misuse, mishandling, negligence or fault of Purchaser and/or any third party who is not a certified electrician or an authorized FLS repair personnel, fire, theft, vandalism, riot, explosion, natural disaster, insect or animal activity, induced vibration, external causes unrelated to product defect, or any other occurrences outside of FLS' control; (4) problems caused by normal wear and tear, for instance, polycarbonate and acrylic materials used in the Equipment are not warranted against yellowing which may naturally occur over time due to normal aging; (5) alterations, combinations, modifications or repairs made to the Equipment or associated wiring by Purchaser or third party who is not a certified electrician or an authorized FLS repair personnel ; (6) structural defects in or damage to any property; (7) the purchase of Equipment and/or components from an unauthorized reseller or distributor; (8) removal, alteration or destruction of the product data tag or any other product identifiers; (9) use or exposure of Equipment to hazardous conditions or put in an environment that is unexpected, unsafe or dangerous (10) Equipment for which FLS has not yet received full payment; (11) use of harsh or reactive chemicals or agents to clean or maintain the Equipment; and (12) abnormal use or stress, including operating the Equipment outside the specified temperature, voltage, and current ranges, improper power supply, power surges or dips, and excessive switching.

For products not bearing the FLS name, logo or certification, FLS makes no warranty of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. Purchaser's use of, modification, or combination of the Equipment with products, processes, materials, components supplied, manufactured or distributed by a third party voids the warranty. FLS is not responsible or liable for any costs resulting from use or improper installation of a third party's products, failure of third party supplied products, or failures of Equipment resulting from the use of a third party supplied product. The third party is solely responsible for any costs, expenses, and service fees related to any claims associated with its products.

The above warranty does not apply to the quality of the installation of the Equipment by the installer of such Equipment. For example, the above warranties would not cover problems resulting from an installer's installation methods and procedures. Installers are neither Flextronics Lighting Solution's employees nor agents and such installers do not have the authority to alter or extend the above warranties. Further, (a) the above warranty does not include FLS's responsibility for or cover reimbursement for any expenses of labor, transportation, materials, rentals or rework related to or arising from the installation, removal or reinstallation of the Equipment, (b) the above warranty does not include or cover any travel expenses incurred by FLS in connection with inspecting and evaluating any warranty claim at Purchaser's facility, and (c) FLS's liability and responsibility for warranty defects is limited solely to repair or replacement as set forth above and is in any event limited to the purchase price of the specific Equipment item for which the warranty claim is being made. FLS advises Purchasers to pay particular attention to installation and protection of the controllers for FLS's products. These components are easily damaged by environmental conditions and must be adequately protected by proper installation by a certified electrician or FLS repair personnel. No guaranty or warranty by FLS extends to control units which have been, in FLS's sole opinion, improperly installed.

Purchaser must keep adequate records of operating history, maintenance, installation, testing, and/or proof of purchase to be available for inspection by FLS to qualify for the warranty. If a product is

returned for repair or replacement, Purchaser must comply with the applicable Returned Merchandise provisions as set forth above in the Section 14 (Limited Warranty). Sufficient packing materials must be used to avoid damage to the Equipment being returned while in transit. FLS reserves the right to repair or replace at its discretion. FLS assumes no responsibility or liability for expenses incurred for the troubleshooting, removal and/or installation of products requiring service and/or repair, nor for the handling of products returned to sender after the service has been rendered. FLS does not repair or replace in the field.

FLS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY, WHETHER ARISING BY COURSE OF DEALING, USAGE TRADE OR OTHERWISE IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS OR MERCHANTABILITY, WITH RESPECT TO THIS PRODUCT.

No agent, distributor or representative or employee of FLS or any other person, other than an authorized officer of FLS, is authorized to give any additional warranty on behalf of FLS. Any technical advice, recommendations, samples, and/or demonstrations provided by FLS concerning the use, application, or compatibility of any products or materials are provided by FLS for the purpose of assisting the Purchaser to evaluate, at its own risk, the suitability of products for the Purchaser's intended use and may not be construed as an express or implied warranty. FLS does not warrant the accuracy of and results from any recommendations or suggestions resulting from any engineering analysis or study. This applies regardless of whether a charge is made for such analysis or study. In the event of errors or inaccuracies in any such study or analysis, FLS's liability will be limited to the re-performance of any study or analysis.

15. Disclaimer & Limitation of Liability

IN NO EVENT SHALL FLS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER BASED IN CONTRACT, WARRANTY, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CAPITAL COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, LABOR OR OTHER CONSTRUCTION COSTS, CLAIMS OF THIRD PARTIES AGAINST PURCHASER, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT OR RELATING DIRECTLY OR INDIRECTLY TO SERVICES RENDERED BY FLS, EVEN IF FLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL FLS'S LIABILITY, WHETHER BASED IN CONTRACT, WARRANTY, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE APPLICABLE PURCHASE PRICE ALLOCABLE TO THE SPECIFIC EQUIPMENT WHICH GIVE RISE TO CLAIM FOR DAMAGES, LESS ANY DEDUCTION FOR USE BY THE END USER.

Miscellaneous

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, exclusive of conflict or choice-of-law rules, and the parties hereby consent to the personal and exclusive jurisdiction and venue of the California state courts and the federal courts located in Santa Clara County, California.

Notwithstanding the foregoing, except with respect to enforcing claims for injunctive or equitable relief, any dispute, claim or controversy arising out of or relating in any way to this Agreement or the interpretation, application, enforcement, breach, termination or validity thereof (including any claim of inducement of this Agreement by fraud and including determination of the scope or applicability of this agreement to

arbitrate) or its subject matter (collectively, "Disputes") shall be determined by binding arbitration before one arbitrator. The arbitration shall be administered by JAMS conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. Notwithstanding anything to the contrary in this Agreement, the Federal Arbitration Act shall govern the arbitrability of all Disputes. The arbitration shall be held in Santa Clara County, California, and it shall be conducted in the English language. The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitrator shall have authority to award compensatory damages only and shall not award any punitive, exemplary, or multiple damages and the parties waive any right to recover any such damages. Judgment on any award in arbitration may be entered in any court of competent jurisdiction. Notwithstanding the above, each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

To the extent applicable, in the event of any lawsuit between the parties arising out of or related to this Agreement, the parties agree to prepare and to timely file in the applicable court a mutual consent to waive any statutory or other requirements for a trial by jury.

Purchaser may not assign or transfer this contract without prior written consent of FLS. Neither Purchaser nor any affiliated company nor assignee shall have the right to claim compensation or to set off against any amounts that become payable to FLS under this contract or otherwise. The failure of either party to enforce at any time any of the provisions of these Terms, or the failure to require at any time performance by the other party of any of the provisions of these Terms, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of such provision, or the ability of either party to enforce each and every such provision thereafter. If any provision of these Terms becomes or is declared by an arbitrator or court of competent jurisdiction to be illegal, unenforceable or void, these Terms shall continue in full force and effect without said provision.

These Terms, including the quote and the purchase order agreed upon between the parties, constitute the entire agreement between the parties regarding the subject matter. Any addition to, modification of, or waiver of any term herein must be in a mutually agreed writing signed by both parties.