

1. Acceptance of Terms and Conditions

- a. These terms and conditions (the “**Terms and Conditions**”) govern the sale of all lighting fixtures, lamps and accessories (the “**Products**”) by Ecosense Lighting, LLC, a wholly owned subsidiary of Korus, Inc. (“**Ecosense Lighting**”), to the party purchasing Products from Ecosense Lighting (“**Buyer**”), unless and to the extent Ecosense Lighting explicitly agrees otherwise in writing. The offer and sale of Products as described in the applicable quote or similar document is conditioned upon the acceptance by Buyer of these Terms and Conditions, which together with the sales acknowledgement form or similar document(s) regarding the purchase of Products constitute the “**Agreement.**” These Terms and Conditions may be updated by Ecosense Lighting from time to time, and the order of Products from Ecosense Lighting constitutes acceptance of the terms and conditions in effect at the time the order is accepted by Ecosense Lighting.
- b. Any terms and conditions different from or in addition to these Terms and Conditions that are set forth on any document or documents issued by Buyer or Ecosense Lighting are hereby rejected, and any such terms shall be wholly inapplicable to any sale of the Products made by Ecosense Lighting to Buyer and shall not be binding in any way on Ecosense Lighting, unless acknowledged and agreed in a written agreement executed by an officer of Ecosense Lighting.
- c. Any quotation received from Ecosense Lighting is open for acceptance for thirty (30) days from the date of the quotation, unless stated otherwise in the quotation, but any quotation may be modified, withdrawn, or revoked by Ecosense Lighting at any time prior to Buyer’s receipt of Ecosense Lighting’s sales order acknowledgement.

2. Minimum Orders and Cancellations.

- a. Unless otherwise approved in writing by Ecosense Lighting, the minimum order for the Products in North America, Central America, South America and Asia is \$250.00. The minimum order for the Products in Europe and the Middle East is \$500.00. For any order that doesn’t meet the minimum order threshold, the customer may elect to pay a \$50 minimum order fee to have the order minimum waived.
- b. Orders accepted by Ecosense Lighting cannot be changed, rescheduled or cancelled without the prior written consent of Ecosense Lighting. Without limiting any other remedies available to Ecosense Lighting, if Buyer changes, reschedules or cancels an order without prior consent, Ecosense Lighting reserves the right to charge Buyer for costs incurred for such order, up to the full sales price of the Products subject to such order. Partial cancellations may affect shipping costs, and orders which have already been processed will be considered separate orders for purposes of any shipping and handling fees.
- c. Orders received as “Hold for Release” or “Will Advise” are not processed for manufacture until a formal release is received by Ecosense Lighting. Any such order will be subject to the pricing terms at the time of release. Buyers who place orders on a “Hold for Release” basis and subsequently cancel the order prior to release may be subject to a cancellation charge for product engineering, submittal drawings and administration relating to such cancelled order.
- d. All sales are final. No Products will be accepted for return, and no credit will be allowed on any Products, unless returned in accordance with Section 11 of these Terms and Conditions.

3. Pricing. Pricing for the Products shall be determined by Ecosense Lighting in its sole discretion and may be changed at any time by Ecosense Lighting on notice to Buyer subject to these Terms and Conditions. Unless otherwise specified by Ecosense Lighting, prices for such Products are for the quantity specified and do not include charges for transportation, insurance, special packaging, marking, applicable sale service taxes, value added taxes, export or import licenses, fees, taxes, duties and the like. Buyer shall bear the cost of such charges in addition to the prices invoiced. Price quotations are in U.S. Dollars and are valid for delivery only to locations within the United States unless stated otherwise in Ecosense Lighting's sales order acknowledgment. Ecosense Lighting reserves the right to make substitutions and modifications in the specifications of the Products sold if such substitutions or modifications do not cause a material adverse effect on overall performance of the Products. Ecosense Lighting further reserves the right to discontinue any Products at any time without notice to Buyer.

4. Payment.

- a. Unless Buyer's credit is pre-approved by Ecosense Lighting in writing, payment is due in full prior to shipment of any Products. Ecosense Lighting shall have the right, at any time, to require an irrevocable letter of credit or other assurance of payment satisfactory to Ecosense Lighting as a condition to the acceptance of any order. A letter of credit or prepayment shall be required for any shipments outside the United States and for special or customized Products. In the event of any default by Buyer in the payment of any fees or charges due or other default by Buyer, Ecosense Lighting shall have the right to refuse performance of any purchase order and shipment of any Products until payments are brought current and Ecosense Lighting may suspend, delay or cancel any credit, shipment or other obligation of Ecosense Lighting if payments are past due. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under these Terms and Conditions or at law.
- b. In addition to any other rights and remedies Ecosense Lighting may have under applicable law, interest will accrue on all late payments at the rate of ten percent (10%) per annum or the maximum rate permitted by law, whichever is lower, from the due date until payment has been made in full, plus legal fees associated with the collection of such past-due amounts.

5. Shipment and Quantities.

- a. Products will be shipped in accordance with the sales order acknowledgement received from Ecosense Lighting, unless otherwise agreed in writing by Ecosense Lighting. Shipment dates communicated or acknowledged by Ecosense Lighting are approximate only, and Ecosense Lighting shall not be liable for, nor shall Ecosense Lighting be in breach of its obligations to Buyer for any delays to the shipment date except as set forth in Section 5(b).
- b. In the event of any delay in the shipment of the Products of more than thirty (30) days following the shipment date set forth in the sales order acknowledgement form, Buyer will give Ecosense Lighting written notice of such delay or failure to ship and a 30-day period within which to cure. If Ecosense Lighting does not ship within such time period, Buyer's sole and exclusive remedy is to cancel the affected and unshipped portions of the purchase order. Except as set forth in this Section 5(b), Ecosense Lighting will have no liability associated with the failure to ship the Products by the shipment date communicated to Buyer.
- c. Unless otherwise specified in a sales order acknowledgement form, shipments of lamps to Europe will be sent CIP with shipping and insurance prepaid, and Buyer shall be responsible for duties, value added taxes and the like. All other Products and shipments

of lamps to locations outside of Europe will be shipped to Buyer FOB. Ecosense Lighting will ship per Buyer's request provided Buyer assumes the shipping costs by providing carrier account information or accepting additional/upgraded shipping costs. In all cases, Buyer is deemed to have taken control of the goods at the time the product leaves the facility. Ecosense Lighting will attempt to redirect loose parcel shipments at Buyer's request, but any redirected shipment may incur additional fees. Ecosense Lighting is not responsible for any delays, damage and/or loss of goods resulting from the redirection of shipments currently in transit between Ecosense Lighting's shipping facility and the receiving party's address.

- d. Shipments may be tendered in several lots. In the absence of specific instructions, Ecosense Lighting will select the carrier and prepay the shipping costs. Surface shipments of non-expedited orders in the contiguous United States for fixture orders may receive an allowance for shipping and handling. See shipping and handling allowance below for further information. Except as otherwise provided in these Terms and Conditions, all shipping and handling costs shall be the responsibility of Buyer, including without limitation, in cases where Buyer, for any reason, requests deliveries of the Products in a manner that are inconsistent with Ecosense Lighting's standard shipping procedures. Buyer shall also be responsible for all costs associated with expedited shipping and any resulting overtime required to make deliveries in accordance with Buyer's required delivery schedule.
 - e. Ecosense Lighting will not be deemed to assume any liability in connection with any shipment because of the selection of a carrier or its failure to obtain insurance. Title and risk of loss or damage to the Products will pass to Buyer when delivery is made to the carrier.
 - f. If Buyer fails to take delivery of any Products, Ecosense Lighting may deliver the Products on consignment at Buyer's cost.
 - g. In the event production is curtailed for any reason, Ecosense Lighting shall have the right to allocate its available production and Products, in its sole discretion, among its various customers and as a result may sell and ship to Buyer fewer Products than specified in the Agreement.
 - h. Subject to Section 5(b) of these Terms and conditions, Ecosense Lighting shall have the right to make full or partial shipment of the Products, and Buyer shall be responsible for payment of the Products received, regardless of any delay or state of the shipment or partial shipment, provided that the foregoing does not limit Buyer's remedies under the limited warranty in Section 10.
6. **Shipping and Handling Allowance.** Ecosense Lighting pays surface shipping and handling costs for non-expedited orders in the contiguous United States for fixture orders in excess of \$5,000 and Sora Lamp orders over \$1,000 shipped within the contiguous United States.
7. **Transportation Claims.** Title and risk of loss passes to purchaser upon delivery of products by Ecosense to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of Buyer. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the Products or damages from Buyer to Ecosense.
8. **Ownership Rights.**
- a. The sale of the Products furnished hereunder does not convey any license by implication, estoppel, or otherwise, under any proprietary or intellectual property rights of Ecosense

Lighting. In all cases, intellectual property rights in and relating to the Products, including to all manufacturing information and process technology related to the development, manufacture and sale of the Products, shall be and remain the exclusive property of Ecosense Lighting and its licensors or suppliers. Any design, development and manufacture of the Products by Ecosense Lighting for Buyer shall not be deemed to produce a “work made for hire” and shall not give a Buyer any intellectual property rights or interests in the Products or any portion thereof. All equipment, materials, software and other proprietary information of Ecosense Lighting, whether or not made for, obtained or developed by Ecosense Lighting in performance of its obligations to Buyer, shall remain the sole property of Ecosense Lighting. Buyer’s payment of any costs or expenses relating to any of the foregoing shall not be deemed to grant Buyer any ownership interest therein. In no event shall Buyer reverse engineer any of the Products or attempt to decompile or otherwise decipher the source code of any software contained in the Products.

- b. All drawings, diagrams, specifications and other materials relating to the use and service of the Products and the information contained therein are confidential and proprietary to Ecosense Lighting. Such materials have been developed at great expense to Ecosense Lighting and may contain trade secrets of Ecosense Lighting. Buyer may not reproduce or distribute such materials, except to Buyer’s employees who may use the Products as part of their duties. All such materials relating to the Products supplied by Ecosense Lighting (except information as may be established to be in the public domain without fault or action of Buyer) shall be received in confidence, and Buyer shall exercise reasonable care to hold such information in confidence and in no event less care than Buyer exercises to protect Buyer’s confidential information. Buyer may only use such information for purposes of installing and operating the Products as specified by Ecosense Lighting.

9. Force Majeure.

- a. Ecosense Lighting shall not be liable for any failure or delay in performance if:
 - i. such failure or delay results from interruptions in the Product manufacturing and/or delivery process; or
 - ii. such failure or delay is caused by a Force Majeure Event (as defined below).
- b. For purposes of these Terms and Conditions, “**Force Majeure Event**” shall mean and include any circumstances or occurrences beyond the reasonable control of Ecosense Lighting – whether or not foreseeable at the time of the Agreement – as a result of which Ecosense Lighting cannot reasonably be required to execute its obligations, including defaults by suppliers, strikes or other labor disputes, riots or civil unrest, any breakage, malfunction or delay in delivery of any machinery, equipment or materials, earthquakes, floods, acts of terrorism, or other unforeseeable or unexpected events that substantially influence performance of the Agreement.
- c. In the event of an occurrence of a failure described in Section 9(a), the performance of the relevant part(s) of the Agreement will be suspended for the period such failure continues, without Ecosense Lighting being responsible or liable to Buyer for any damage resulting therefrom.

10. Limited Warranty and Disclaimers.

- a. **Fixtures and Accessories.** During the applicable Warranty Coverage Period (as defined below), Ecosense Lighting warrants that lighting fixtures and accessories will be free from

any defects in materials and workmanship which cause such fixture or accessory to fail to operate in accordance with its performance specifications as they exist at the time of shipment. The “**Warranty Coverage Period**” for lighting fixtures is five years from the date of shipment to Buyer, and for accessories is one year from the date of shipment to Buyer. The obligation under this limited warranty is limited to, at the option of Ecosense Lighting, either (i) the repair or replacement of the applicable lighting fixture or accessory or (ii) reimbursement of the purchase price for such Product. If the Product has been discontinued or is no longer available, Ecosense Lighting will provide a comparable product as determined by Ecosense Lighting. Ecosense Lighting shall have no liability under this limited warranty unless such Product is returned to Ecosense Lighting in accordance with Section 11 of these Terms and Conditions.

b. **Soraa Lamps.** Until the earlier of (i) the use of a lamp for 25,000 hours and (ii) three years from the date of shipment to Buyer, Ecosense Lighting warrants that such lamp will conform to and perform in accordance with the published design specifications for such lamp in effect on the date of shipment. The liability of Ecosense Lighting under this warranty is limited to the repair or replacement of items determined by Ecosense Lighting to be defective resulting in a Lamp Failure (as defined below). Ecosense Lighting shall have no liability under this warranty unless Ecosense Lighting is notified in writing promptly upon Buyer’s discovery of the defect resulting in a Lamp Failure and the defective lamp is returned to Ecosense Lighting in accordance with Section 11 of these Terms and Conditions.

i. Lamps shall be subject to the limited warranty only if a defect is caused by:

A. CBCP depreciation beyond 30% from the minimum CBCP for the associated beam angle; or

B. Color shift beyond the standard set forth in the Energy Star standard for solid state lighting, or

C. A complete lack of light output (each such event, a “**Lamp Failure**”).

ii. Replacement lamps will be new or serviceably used, comparable in function and performance to the original lamp and warranted for the remainder of the original limited Warranty Coverage Period.

c. Product Specifications.

i. The performance specifications for lighting fixtures and accessories can be found on the Ecosense Lighting website at <https://www.ecosenselighting.com/products>.

ii. The performance specifications for lamps can be found on the Soraa website at <https://www.soraa.com/products.php>.

d. Limitations.

i. The limited warranty described in these Terms and Conditions is void if the Product is:

A. Not installed in accordance with the installation instructions found on the Ecosense Lighting website at <https://www.ecosenselighting.com/products> or any applicable standard or codes, including, without limitation, the standards and

codes promulgated by the Underwriters Laboratory, Inc, the Conformité Européenne, or the National Electrical Code.

- B. Altered or repaired other than as authorized by Ecosense Lighting in writing;
 - C. Misused or abused, whether intentionally or not, including without limitation if the Product is used at any time in an environment or operating range, or subjected to electrical values, in excess of those specified in such Product's performance specifications;
 - D. Damaged due to acts of God, fire, extreme weather, floods, tornados, hurricanes, war or other Force Majeure Events;
 - E. Used in violation of any applicable standard or code for use, such as, without limitation, those standards or codes of the Standards for Safety of Underwriters Laboratory, Inc. and the Conformité Européenne;
 - F. Used other than as a stand-alone product (i.e. integrated into another manufacturer's product) with or without accessories; or
 - G. Damaged during handling or in transit.
- ii. Ecosense Lighting will not be held responsible for damage to, or failure of, any Products where any chemicals are applied intentionally or inadvertently to the Products.
 - iii. This limited warranty extends only to Buyer. In the event Buyer is authorized by Ecosense Lighting to resell Products to end users (such purchasing end users are referred to herein as "**End Users**"), the limited warranty in these Terms and Conditions shall apply to all such sales as coming from Buyer, and Buyer shall handle all returns directly with such End User; provided, however, that Ecosense Lighting (not Buyer) shall determine if a defective Product is subject to the limited warranty described in these Terms and Conditions and whether the obligation of Ecosense Lighting under such limited warranty shall be either the repair or replacement of such Product or reimbursement of the purchase price. If Ecosense Lighting determines that the purchase price will be reimbursed, then Buyer shall reimburse to the End User the full purchase price paid to Buyer by the End User.
 - iv. The limited warranty provided by Ecosense Lighting does not include any other costs or expenses, including, without limitation, any costs or expenses of removal, reinstallation of the Product, labor costs or administrative costs, regardless of the cause or how incurred.
- e. **Third Party Warranties.** With respect to Products sold to Buyer by Ecosense Lighting but not bearing Ecosense Lighting's name or sub-brand name, Ecosense Lighting makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness of particular purpose, but will make available to Buyer upon request and only to the extent permitted by law and relevant contracts, the third party warranties of such relevant product.
 - f. **No Implied Warranties.** The limited warranties given in this Section 10 are the only

warranties given by Ecosense Lighting with respect to the Products and are given in lieu of all other warranties, express or implied, including, but not limited to, warranties or merchantability or fitness for a particular purpose which warranties are hereby disclaimed. Buyer's exclusive remedy, and Ecosense Lighting's sole liability, for any nonconformity or defect in any Product shall be only those set forth herein. No agent, employee or representative of Ecosense Lighting has any authority to bind Ecosense Lighting to any affirmation, representation or warranty concerning any Products and unless an affirmation, representation or warranty is specifically included herein, it does not form a part of the basis of any bargain between Ecosense Lighting and Buyer and shall not be enforceable by Buyer.

11. Return Procedure.

- a. In order to take advantage of the limited warranty described in Section 10 of these Terms and Conditions, Buyer must return the defective Product in accordance with the return policy described in this Section 11 during the applicable limited Warranty Coverage Period. Customers wishing to return a Product must first contact Ecosense Lighting directly and obtain a return material authorization ("RMA") number. Buyer may contact the Los Angeles office of Ecosense Lighting at +1-310-496-6255 or orders@ecosenselighting.com. Please state the reason for request upon calling/emailing.
- b. If a defective Product is subject to the limited warranty described in Section 10, Ecosense Lighting will send a RMA form to be completed and included with the returned Product. If Buyer seeks to return a Product for any other reason, Ecosense Lighting will issue a RMA number, at its sole discretion. If an RMA number is provided for the return of any Product, such return may be subject to a restocking fee. Ecosense Lighting will not accept any return of Products that are not covered under the limited warranty 90 days after the original invoice date or Products which are not in resaleable condition.
- c. If a Product is returned to Ecosense Lighting without a valid RMA number, delivery shall be refused and Buyer shall be liable for all return shipping costs and charges, including, as applicable, all taxes.
- d. If an RMA number is issued, it is valid for only thirty (30) days. Products not returned to Ecosense Lighting within this timeframe may not be eligible for any return, regardless of reason, and delivery may be refused. If a RMA number is issued, Buyer shall be responsible for all shipment costs and charges to return the Product to Ecosense Lighting, including any taxes (if applicable). Buyer shall bear sole risk for any loss or damage to the Products while in transit to Ecosense Lighting, regardless of the reason an RMA number may be issued.

12. Limitation of Liability.

- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECOSENSE LIGHTING HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECOSENSE LIGHTING BE LIABLE TO BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF ECOSENSE LIGHTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECOSENSE LIGHTING'S MAXIMUM AGGREGATE

LIABILITY TO BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER BUYER, WHETHER RESULTING FROM BREACH OF CONTRACT OR NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS PAID TO ECOSENSE LIGHTING BY BUYER FOR THE PRODUCTS THAT GAVE RISE TO THE CLAIM. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THESE TERMS AND CONDITIONS.

- b. Any Buyer's claim for damages must be brought by Buyer within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. After the one-year term, Buyer waives any and all rights to such claims and any claims that have been brought or filed not in accordance with the preceding sentence are null and void.
- c. Buyer acknowledges that the foregoing limitations are an essential element of these Terms and Conditions and that in the absence of such limitations, the pricing and other terms by which Ecosense Lighting offers its Products to Buyer would be substantially different. The limitations and exclusions set forth above in this Section shall apply only to the extent permitted by applicable mandatory law.
- d. **Indemnification.** Buyer will at all times defend, indemnify and hold harmless Ecosense Lighting and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, successors and assigns from and against any and all damages, injuries (including death), liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or related to third party claims, actions or demands arising out of or related to any (a) breach of any provision in these Terms and Condition by Buyer or any End User or (b) improper or negligent installation or use, or unauthorized repair, or integration into another lighting product, of a Product by Buyer or End User (or its agents). Buyer shall not settle compromise or consent to the entry of any judgment with respect to any pending or threatened claim without the consent of Ecosense Lighting.
- e. **Assignment and Setoff.** Buyer shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Agreement or any rights or obligations under the Agreement without the prior written consent of Ecosense Lighting. Any purported assignment, transfer or delegation by Buyer shall be null and void. Ecosense Lighting shall have the right to assign the Agreement or delegate any or all of its obligations hereunder without Buyer's consent and without prior notice to Buyer. Subject to the foregoing, the Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Buyer shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due for Products sold under the Agreement or under any other agreement that Buyer may have with Ecosense Lighting and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Buyer or on its behalf.

13. Termination.

- a. Without prejudice to any rights or remedies Ecosense Lighting may have under the Agreement or at law, Ecosense Lighting may, by written notice to Buyer, terminate with immediate effect the Agreement or any part thereof without any liability whatsoever, if:
 - i. Buyer violates or breaches any of the provisions of the Agreement; or
 - ii. any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Buyer, whether filed or

instituted by Buyer, voluntary or involuntary, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer.

- b. Upon the occurrence of any of the events referred to above, all payments to be made by Buyer under the Agreement shall become immediately due and payable.
- c. In the event of cancellation, termination or expiration of the Agreement, the terms and conditions set forth in Sections 1(a), 1(b), 2(d), 4, 5, 7, 8, 9, 10, 11, 12, 13(b), 13(c), and 14 shall survive.

14. General.

- a. The Agreement constitutes the entire understanding between Buyer and Ecosense Lighting with respect to the subject matter hereof and supersedes prior agreements, discussions and understandings between Buyer and Ecosense Lighting relating to the subject matter hereof.
- b. The Agreement shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not set forth herein.
- c. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement, and the Agreement shall be construed, enforced and governed in accordance with California state laws, without regard to conflicts of law principles. The parties agree and submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California.
- d. Notices sent to either party shall be deemed fully and completely given (i) when delivered in person to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile, (iii) one business day after being sent by overnight courier, or (iv) two business days after being sent by first class mail postage prepaid.
- e. Ecosense Lighting and Buyer are independent contractors and shall not represent themselves as principal and agent, partners or joint ventures.
- f. If any term or provision of the Agreement is held to be invalid or unenforceable, the Agreement shall continue in force without such provision or as changed and interpreted to give best effect to the parties' intentions.
- g. Buyer shall comply with all applicable laws and regulations controlling the export of certain commodities and technical data, including without limitation the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the Department of Commerce, Bureau of Export Administration. Among other things, these laws and regulations prohibit or require a license for the export of certain types of commodities and technical data to specified countries. Buyer hereby gives written assurance that it will comply with, and will cause its affiliates to comply with, all United States export control laws and regulations, that it bears sole responsibility for any violation of such laws and regulations by itself or its affiliates, and that it will indemnify, defend, and hold Ecosense Lighting harmless (in accordance with Section 12(d) of these Terms and Conditions) for the consequences of any such violation. Buyer further agrees to cooperate with Ecosense Lighting, including without limitation, providing required documentation, in order to obtain export licenses or exemptions therefrom.
- h. If Products purchased are sold, or are incorporated into products that are sold, under a U.S. Government contract, Ecosense Lighting rejects provisions or clauses required to be passed on to Ecosense Lighting pursuant to such contract, and such provisions or clauses shall not be deemed included or binding on Ecosense Lighting unless accepted in writing by an

authorized representative of Ecosense Lighting.

- i. No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of the other party under the Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default. Any waiver, permission, consent or approval of any kind or of any breach or default must be in writing signed by the party against whom enforcement is sought.

Effective: July 1, 2023