

Cooper Lighting Canada Limited: *Terms and Conditions*

Applicable Terms and Conditions

These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer. In the event of any conflict between these Terms and Conditions of Sale, and the terms and conditions contained in the Buyer's order acknowledgement, these General Terms and Conditions of Sale shall prevail unless otherwise agreed to in writing and signed by an authorized representative of Seller. Buyer will be deemed to have assented to these terms and conditions set forth herein upon ordering Products quoted by Seller.

Freight Terms

Freight will be pre-paid on each order or partial release totaling \$2500 or more. Orders not qualified for pre-paid freight will be shipped with transportation charges added to the Seller's invoice. All shipments will be made via carrier selected by shipper.

Unless otherwise noted, sales of Seller's Products will be F.O.B. factory. Title to all Products shall pass from Seller to Buyer upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur. When shipments of Seller's Products are to be made via company truck, title to the Products shall pass to our customers at time of delivery to the final destination or to the forwarding carrier. Consignee must make all claims for loss or damage in transit to carrier within 30 days.

Pricing

All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Prices are stated in Canadian dollars, and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise, or similar taxes.

Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

Payment Terms

Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs. In the event Buyer fails to make any payment due, then, whether or not Seller has made a formal demand for payment and in addition to any other rights and remedies available to Seller, to the extent permitted by applicable law: (i) all amounts due from Buyer will be considered payable and non-disputed, admitted debt; (ii) Buyer shall pay interest on all due amounts from the due date until Seller has received full payment thereof, at the rate of eighteen percent (18%) per annum or the applicable statutory rate, whichever is higher, and shall pay Seller all costs of payment collection, including attorneys' fees; and (iii) Seller may cancel any credit issued to Buyer and require, to its satisfaction, that Buyer provides (additional) security, pre-payments or deposits, and may implement additional conditional payment terms or accelerate payments schedules for any outstanding performance. Seller may also set off against and deduct from any amount that Seller owes to Buyer under any agreement any amount that Buyer owes to Seller or against any advance payments or deposits made by Buyer.

Date of Shipment

Shipping dates are approximate and are based on conditions existing at the time of Seller's receipt of Buyer's firm order and full information. Seller will in good faith endeavor to ship by the estimated shipping date and shall not be responsible for any delay or any damage arising therefrom. It is agreed that time is not of the essence.

Merchandise and Claims Terms

No merchandise may be returned without prior written authorization. This written authorization will be issued at the discretion of Seller and must be requested by the customer within 90 days of the original shipment date. Non-defective materials must be in sealed original carton.

All returns will be subject to a minimum 25% handling and factory inspection charge, except on Products considered by the manufacturer to be defective in workmanship and materials. Minimum value for return authorization is \$250. Custom-made equipment or "made-to-order" Products may not be returned except for defects proven to be Seller's responsibility.

Order Cancellation Terms

Cancellation of orders will be accepted only if made in writing and received prior to shipment of order. Verbal order cancellations will not be accepted. Custom made equipment and made-to-order "specials" may not be cancelled after release of order.

Minimum Order Value

There is a minimum order value of \$300.

Warranty and Obligations

(i) Seller warrants to Buyer for resale only that its Products are free from defective materials and workmanship. Seller's obligation is expressly limited to repair or replacement, at its option without charge, at Seller's location within a period of one year from the date of shipment and only after prior written return authorization has been granted. This warranty does not apply to Seller's Products which have been altered or repaired outside of Seller's factory, or have been subject to neglect, abuse misuse or accident, including shipping damages. THIS WARRANTY SHALL ALSO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY COOPER WHICH HAVE BEEN INSTALLED AND USED IN CONJUNCTION WITH COOPER PRODUCTS. This warranty is in lieu of all other warranties, expressed or implied, and excludes any implied warranty of merchantability. There are no warranties, which extend beyond the description of the Product on the Seller's literature setting forth the conditions of sale.

(ii) Seller shall repair or replace the Product or refund the purchase price at its option, upon notification and confirmation by its local representative of the defect. The obligation of the Seller under this warranty and Buyer's remedy is expressly limited to repair or replacement of the defective Product whether the claim is made in tort or in contract; including claims based on warranty, negligence, strict liability, fraud, misrepresentation or otherwise.

Seller shall not be responsible for material, labor or freight costs incurred in connection with the installation, removal or replacement of any Products.

Management further reserves the right under special conditions to replace or repair defective Products at their own discretion.

Force Majeure

Seller will not be liable for any breach resulting from a Force Majeure event. If a Force Majeure event occurs, Seller's performance will be suspended for the period of such Force Majeure event. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of Seller, as a result of which Seller cannot reasonably perform its obligations, including, without limitation, acts of God, natural catastrophes, epidemics, strikes, war, terrorism, civil unrest, riots, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber-attacks and hacking or non-performance by suppliers of Seller or by other third parties.