

## **Reseller Supplemental Terms (Interact)**

### **Our Product Promises**

All Signify North America Corporation ("**Signify**") Interact portfolio hardware, products, equipment, and accessories (the "**Products**") offered for sale to Reseller ("**Reseller**") are warranted by Signify exclusively pursuant to the applicable Signify Standard Product Warranties ("**Signify Product Warranties**"). Upon payment in full for the Products, Reseller may assign the Signify Product Warranties to the end-user ("**End-User**") of such Products. The Signify Product Warranties are the only warranties provided by Signify for the Products, and are given in lieu of all other warranties, whether express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose. All Products are sold exclusively pursuant to the Signify Standard Terms and Conditions of sale which are included with or referenced under the accompanying Signify quotation ("**Quotation**").

### **Reseller's Promises**

All sales made by Reseller of the Products are made solely for Reseller's own account and risk. Reseller acknowledges that it has familiarized itself with the Products and their intended and has received adequate training regarding the Products. If and to the extent Reseller makes any representation, warranty, covenant or commitment ("**Reseller Promise**") to an End User regarding the Products which conflicts with or exceeds (a) the scope, terms, or conditions of the Signify Product Warranties or (b) the written documentation and/or information, including specifications and data sheets made available to Reseller by Signify regarding the Products, Reseller is exclusively responsible for, and agrees to hold harmless and indemnify Signify from and against, any claims or demands by the End-User arising from Reseller's Promise.

### **Interact Software**

The Products are expected to be used in conjunction with certain Interact software services which allow the End-User to control and manage certain of its lighting assets, including the Products (the "**Interact Software Services**"). To the extent provided under a Quotation, Signify will provide directly to the End-User access rights to use the Interact Software Service. Interact Software Services may also include certain additional services directly or indirectly ordered from Signify, including commissioning, training, asset-mapping, data analytics, and data conversion services (the "**Support Services**," and, together with the InterAct Software Services, the "**Services**"). While Reseller may order Services on the End-User's behalf, all Services are provided by Signify directly to the End User for the sole and exclusive benefit of the End-User, exclusively pursuant to Signify's standard Interact Terms of Service (the "**Interact Terms of Service**"). Services will be provided only upon Customer's written acknowledgment and acceptance, to Signify's satisfaction, of the Interact Terms of Service. Signify reserves the right in its sole discretion to deny or cease (as applicable) providing any Services to End-User if (a) the Services are not paid by the Reseller or End-User by the payment date identified on the applicable invoice, (b) the End-User otherwise breaches such Terms of Service or defaults on its obligations

thereunder (“**Cessation of Service Event**”). Signify will have no direct or indirect liability to the Reseller for any denials of, interruption or delays in Service resulting from or caused by any Cessation of Service Event. Reseller agrees to hold Signify harmless from and against any claims by the End-User respecting any Services, including performance or non-performance thereof.

Reseller shall have no rights to enforce the Interact Terms of Service (including any warranties thereunder) as an intended or disclosed third party beneficiary. Signify provides no Services other than the Services expressly identified under the Quotation. Reseller may not make any Reseller Promise whatsoever regarding the Services to End User and agrees to be solely responsible for and hold Signify harmless from and against any claims by the End-User to the extent such claim arises from any Reseller Promise regarding the Services.

**Reseller’s Obligations**

Reseller is exclusively responsible for (a) ensuring fitness for the End-User’s purpose of the Products, including ensuring the Products are used by the Reseller with Interact compatible hardware and equipment, and (b) all delivery, shipment, installation, and post-sale servicing obligations to the End-User, including any agreed to by Reseller and End-User or as otherwise may be imposed by applicable law.

Reseller is only authorized to resell the Interact Products for the particular customer(s) and in the quantities identified under one or more Quotations which may be issued by Signify in its discretion and Interact Products may not be sold separately from the Services without Signify’s express written consent.

**Terms Conditions of Sale**

In the event of any conflict between the main body of this acknowledgment and the Terms and Conditions of Sale, the former shall govern and control.

This document is hereby acknowledged and accepted by Reseller:

Reseller Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_