

Conditions of Sale

The sale of any products ordered by you ("Customer") from Consumer Lighting (U.S.) LLC, doing business as GE Lighting, a Savant company in the United States or Consumer Lighting Canada Company, doing business as GE Lighting, a Savant company in Canada (collectively, "Lighting") is expressly conditioned upon the terms and conditions contained or referenced herein. Terms and conditions included in the Lighting proposal, where not in conflict with the terms included herein, shall be incorporated by reference. Any additional or different terms and conditions set forth in Customer's purchase order or similar communication are expressly rejected and will not be binding upon Lighting unless specifically agreed to in writing by an authorized Lighting employee.

1. WARRANTY

Lighting warrants to Customer that products furnished hereunder will be generally free from defects in material, workmanship and title and will be of the kind and quality specified in the Lighting written quotation. The foregoing shall apply only to failures to meet said warranties (excluding any defects in title) which appear within one (1) year from the date of shipment.

In no case does this warranty apply to any failure or nonconformance with specifications caused by or attributable to any associated or complementary products not supplied under this contract, nor shall it in any case apply to the quantity or quality of the product of Customer or the process of manufacture on which the products are used. The warranty and remedies are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Lighting and (b) Customer promptly notifying Lighting of any defects and, if required, promptly making the product available for correction.

If any product fails to meet the foregoing warranties (except title), Lighting shall thereupon correct any such failure either, at its option, (i) by repairing any defective or damaged part or parts of the products or (ii) by making available, F.O.B. the Lighting plant or other mutually agreed upon point of shipment, any necessary repaired or replacement parts. Where a failure cannot be corrected by Lighting's reasonable efforts, the parties will negotiate an equitable adjustment in price.

In providing products or renewal parts, Lighting reserves the right to use refurbished parts, including circuit boards, which shall be warranted in accordance with this article. Lighting does not warrant computer hardware, software or products and services obtained from others but only the warranty of the manufacturer shall apply. Lighting's obligation under this warranty shall terminate immediately upon any modification of products or software by Customer unless made with the approval of Lighting.

THE PRECEDING PARAGRAPHS SET FORTH THE EXCLUSIVE REMEDIES FOR CLAIMS (EXCEPT AS TO TITLE) BASED ON DEFECT IN OR FAILURE OF PRODUCTS, WHETHER THE CLAIM IS IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Upon the expiration of the warranty period, all such liability shall terminate and Customer shall have a reasonable time, not to exceed thirty (30) days after the warranty period, to give written notice of any defects that appeared during the warranty period. EXCEPT AS SET FORTH IN ARTICLE 2, "PATENTS," THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. Lighting does not warrant any products or services of others designated by Customer.

2. PATENTS

Subject to the provisions of this Article, Lighting warrants that products furnished under this contract shall be delivered free of any valid claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, and contingent upon Customer not taking any position adverse to Lighting in connection with such claim, Lighting shall defend, or may settle at its expense, any suit or proceeding against Customer so far as based on a claimed infringement which would result in a breach of this warranty and Lighting shall pay all damages and costs awarded therein against Customer due to such breach. In case any product in such suit is held to constitute such an infringement and the use of said product is enjoined, Lighting shall, at its expense and option, either procure for Customer the right to continue using said product, or replace same with a non-infringing product, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Customer. The foregoing states the entire liability of Lighting for patent infringement relating to products. This Article 2 shall not apply to any product or service specified by Customer or manufactured to Customer's design, or to the use of any product in combination with products not provided by Lighting.

3. DELIVERY, TITLE AND RISK OF LOSS

Delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by Lighting, title and risk of loss or damage shall pass to Customer when products are placed in the hands of a carrier at the point of shipment.

4. EXCUSABLE DELAYS

Lighting shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of Customer, prerequisite work by others, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, transportation delay or shortage, or (iii) inability on account of a cause beyond the reasonable control of Lighting to obtain necessary materials, components, services or facilities. Lighting will

notify Customer of any material delay excused by this Article and will specify the revised delivery date as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

5. PAYMENTS AND FINANCIAL CONDITIONS

Except as otherwise specified by Lighting in its quotation, pro rata payments shall become due as shipments are made. If Lighting agrees to delay shipments after completion of any product, payment shall become due on the date when Lighting is prepared to make shipment. In the event of any such delay, title shall pass and products shall be held at Customer's risk and expense. All payments shall be made without set-off for claims arising out of other sales by Lighting. Unless otherwise agreed, payments shall be made by wire transfer upon receipt of invoice. Any payment not received within three (3) calendar days after the date it is due will accrue interest from the due date at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. Customer shall also pay to Lighting all expenses, including reasonable attorney's fees and expenses, incurred by Lighting to collect any amounts that are not paid when due.

Any order for products by Customer shall constitute a representation that Customer is solvent. In addition, upon Lighting's request, Customer will furnish a written representation concerning its solvency at any time prior to shipment. If Customer's financial condition at any time does not, in the judgment of Lighting, justify continuance of the work to be performed by Lighting hereunder on the agreed terms of payment, Lighting may require full or partial payment in advance or shall be entitled to terminate the contract. In the event of Customer's bankruptcy or insolvency or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under bankruptcy or insolvency laws, Lighting shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate. Lighting's rights under this Article are in addition to all rights available at law or in equity.

If Customer fails to fulfill any condition of its payment obligations, Lighting may (i) withhold deliveries and suspend performance or (ii) continue performance if Lighting deems it reasonable. In any event, the costs incurred by Lighting as a result of Customer's non-fulfillment shall be payable by Customer upon submission of Lighting's invoices therefore. Lighting shall be entitled to an extension of time for performance of its obligations equaling the period of Customer's non-fulfillment whether or not Lighting elects to suspend performance. If Customer does not rectify such non-fulfillment promptly upon notice, Lighting may cancel the contract.

6. DISCLOSURE OF INFORMATION

Any information, suggestions or ideas transmitted by Customer to Lighting in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized Lighting employee.

7. TAXES

In addition to any price specified herein, Customer shall pay, or reimburse Lighting for, the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Lighting or Customer, or Customer shall furnish Lighting with evidence of exemption acceptable to the taxing authorities. If Customer fails to provide Lighting with requested proof of payment or exemption, Lighting may pay the taxes due and obtain reimbursement from Customer.

8. INDEMNITIES

Subject to the provisions of Article 9, "Limitations of Liability", Lighting agrees to indemnify Customer from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the performance of this contract, to the extent such damage or injury is attributable to the negligence of Lighting; provided that Customer gives Lighting prompt notice of any such claim and all necessary information and assistance so that Lighting, at its option, may undertake to defend or settle such claim and Customer does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of Lighting and Customer, the loss, expense or claim shall be borne by Lighting and Customer in proportion to their negligence.

9. LIMITATIONS OF LIABILITY

(a) Except as provided in Article 2, "Patents", in no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Lighting's liability to Customer or its insurers for any loss or damage arising out of, or resulting from this contract, or from the performance or breach thereof, or from the products or services furnished hereunder, exceed the price of the specific product or service which gives rise to the claim, and except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranty". Any such claim of liability must be timely commenced in a court of competent jurisdiction in accordance with the applicable statute of limitations, but in no event later than one year from the termination of the warranty period.

(b) IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL LIGHTING BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF DATA, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, DAMAGES TO ASSOCIATED EQUIPMENT,

Conditions of Sale

COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COST, OR CLAIMS OF CUSTOMERS OF CUSTOMER FOR SUCH DAMAGES. If the products being provided by Lighting will be furnished by Customer to a third party by contract or otherwise or relate to a contract between Customer and a third party, Customer shall obtain from such third party a provision affording Lighting the protection of this Article.

(c) In no event shall Lighting be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of products serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this contract) or caused by the use of products by Customer against the advice of Lighting. If Lighting furnishes Customer with advice or other assistance which concerns any product supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Lighting to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. For the purposes of this Article, the term Lighting includes Lighting subcontractors and suppliers.

10. INSURANCE

Subject to Article 8, "Indemnities" and Article 9, "Limitations of Liability", Lighting shall maintain for its protection such insurance in coverage and limits set forth below for claims, which may arise out of or result from Lighting's performance under the contract. Upon Customer's request, Lighting will furnish a valid certificate of insurance.

Coverage	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	\$2,500,000
Comprehensive General Liability	\$2,500,000 Combined Single Limit per Occurrence
Comprehensive Automobile Liability	\$2,500,000 Combined Single Limit per Occurrence

11. DISPUTE RESOLUTION

(a) All disputes, controversies and questions directly or indirectly arising out of, in connection with or in relation to this contract or its subject matter, including, without limitation, all disputes, controversies and questions relating to the validity, negotiation, interpretation, construction, performance, termination and enforcement of this contract (each and all, "Dispute(s)"), shall be resolved finally and conclusively in accordance with this article, which shall be the sole and exclusive procedure for the resolution of any Dispute.

(b) The parties shall attempt in good faith to resolve any Dispute promptly by negotiation. If the matter has not been resolved within sixty (60) days after a party's request for negotiation, either party may initiate arbitration as provided herein. Any Dispute, which has not been resolved as provided above, shall, at the request of either party, be finally settled by arbitration under the International Institute for Conflict Prevention & Resolution ("CPR") Rules for Non-Administered Arbitration of Business Disputes in effect on the date of this contract, by an independent and impartial arbitrator jointly selected by the parties. If the parties cannot agree on an arbitrator, then CPR shall appoint a person whom it deems qualified to serve as the arbitrator. The validity of this arbitration provision, the conduct of the arbitration, any challenge to, confirmation of, or enforcement of any arbitral award or order, or any other question of arbitration law or procedure shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. sections 1-16; however, the award can be modified or vacated on grounds cited in the Federal Arbitration Act. The place of arbitration shall be in Cleveland, Ohio. The language of arbitration shall be English. The federal and state courts located Cuyahoga County, Ohio shall have exclusive jurisdiction over any action brought to enforce this arbitration provision, and each party irrevocably submits to the jurisdiction of those courts for that purpose. Notwithstanding the foregoing sentence, either party may apply to any United States District Court of competent jurisdiction, wherever situated, for enforcement or confirmation of any judgment on an arbitral award.

(c) Notwithstanding any other provision of this contract, the parties expressly agree that before the first meeting of the arbitral tribunal, either shall have the right to apply to any state or federal court in Ohio, or any other court that would otherwise have jurisdiction, for provisional or interim measures.

(d) Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims, or claims involving more than the parties. The parties mutually agree to waive to

the extent permitted by law, trial by jury in any litigation in any court in connection with or arising out of this contract or the customer/supplier relationship. In the event arbitration is not permitted for a particular claim, the parties agree to the exclusive personal jurisdiction and venue in the State and Federal Courts located in Cuyahoga County, Ohio. The provisions of this Article 11 shall survive any termination or expiration of this contract.

12. GENERAL

Any products delivered by Lighting hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. Lighting will comply with applicable federal, state and local laws and regulations as of the date of this contract which relate to (i) non-segregated facilities and equal employment opportunity (including the seven paragraphs appearing in Section 202 of Executive Order 11246, as amended), (ii) the Occupational Safety and Health Act of 1970 (OSHA), as amended, (iii) workers' compensation, and (iii) the production in Lighting's manufacturing facilities of products furnished hereunder. Price, including delivery, will be equitably adjusted to compensate Lighting for the cost of compliance with any other laws or regulations.

Customer will not directly or indirectly solicit for employment an employee of Lighting during the performance of any services by said employee and for a period of one (1) year thereafter.

If Customer is procuring products or services on behalf of the U.S. Government, or the end customer is the U.S. Government, Customer agrees that all products and services provided by Lighting meet the definition of a "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in FAR 2.101. Customer agrees the subparagraph terms of FAR 52.212-5(e) or 52.244-6 (whichever is applicable) apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; the version of the clauses shall be the version in effect as of the effective date of the order. With regard to any terms related to Buy American Act or Trade Agreements that may be applicable to the order, the country of origin of products is unknown unless otherwise specifically stated by Lighting in a writing prepared in connection with the order.

Unless otherwise specified by Lighting, any quotation of Lighting shall expire thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to the date of Customer's order.

Lighting reserves the right to subcontract any of the work to one or more subcontractors. The delegation or assignment by either party of any or all of its duties or rights hereunder without the other party's prior written consent shall be void, except that Lighting may, without prior written consent of Customer, assign this contract to a successor in interest by merger, by operation of law, by purchase, or otherwise, or to any entity at least 50% of whose stock or other equity interest is beneficially owned, directly or indirectly, by Lighting or any affiliate of Lighting.

Any representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Lighting. These Conditions of Sale contain the entire and only agreement between Customer and Lighting with respect to terms and conditions and supersede and cancel all previous negotiations, agreements, commitments, representations and writings in respect thereto. The Conditions of Sale may not be amended, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly authorized representative of each party.

The validity, performance and all matters relating to the interpretation and effect of this contract and any amendment hereto shall be governed by the law of the State of Ohio, excluding its conflict of law rules. The invalidity, in whole or part, of any of the articles or paragraphs in these Conditions of Sale will not affect the remainder of such article or paragraph or any other article or paragraph.

The provisions of this contract are for the benefit of the parties hereto and not for any other person except as specifically provided herein.

13. SITE ACCESS

Neither party shall require (i) waivers or releases of any personal rights or (ii) execution of documents which conflict with the terms of this contract, from employees, representatives or customers of the other in connection with visits to its premises and both parties agree that no such releases, waivers or documents shall be pleaded by them or third persons in any action or proceeding.

14. EXPORT SALES

For export sales, separate provisions as may be agreed by the parties shall apply.