



Terms and Conditions of Sale

PREVAILING TERMS AND CONDITIONS: Any terms or conditions contained in any Company purchase order, request for quotation, acceptance or other purchasing documents concerning the purchase of CINEO products which are inconsistent with, different from or in addition to the terms and conditions hereof are void.

APPROVAL OF ORDERS: All orders for CINEO products are subject to acceptance by CINEO, including, if appropriate, approval by CINEO's Credit Department. CINEO may, in its sole but reasonable discretion, delay shipment of CINEO products if the purchaser fails to meet credit requirements established by CINEO.

PRODUCTS: CINEO may make changes to its products that do not adversely affect their form, fit or function without the prior approval of, or notice to, any purchaser or prospective purchaser. CINEO will give a purchaser prior notice if CINEO makes changes to its products that affect their form, fit or function or discontinues any of its products prior to fulfillment of any accepted order therefor. In such event, CINEO will use reasonable efforts to find a substitute CINEO product acceptable to the purchaser, in the purchaser's reasonable discretion, but, failing that, then either party may by written notice cancel any pending order therefor to the extent not previously fulfilled, and neither party will be liable to the other for damages resulting from such cancellation.

PRICES AND PAYMENT: Unless otherwise agreed, CINEO may change prices for any its products. If because of any price increase, a purchaser does not wish to purchase products previously ordered, then the purchaser may, as its sole remedy therefor, cancel any pending order therefor to the extent not previously fulfilled by giving CINEO notice within ten (10) days of that notice, and neither party will be liable to the other for damages resulting from such cancellation. Unless otherwise agreed by CINEO, all products must be paid for in full within thirty (30) days of their invoice date. A purchaser may not make deductions or offsets of any kind from payments due CINEO unless such purchaser has received a written credit memorandum from CINEO authorizing such deduction or offset.

TAXES: The prices for CINEO products exclude all taxes, including, but not limited to, sales, use, value-added or ad valorem taxes. The purchaser shall be responsible for all sales, use, value-added, ad valorem and/or any other taxes imposed on either party by virtue hereof, except for taxes based on CINEO's net income. CINEO will invoice the purchaser for any of these taxes CINEO is legally obligated to collect from such purchaser, and such purchaser shall pay CINEO all such sums upon demand unless such purchaser provides CINEO, at the time of submission of its order, tax exemption certificates or licenses with respect thereto acceptable to the appropriate taxing authorities.

FINANCE CHARGE/COSTS OF COLLECTION: If the purchaser fails to pay CINEO for products when due, then in addition to any other remedies available to CINEO under law or equity for such default, CINEO may charge an additional monthly financing charge equal to the lesser of: (a) one and one-half percent (1.5%); or (b) the maximum monthly interest rate allowed by law, of any amounts past due, chargeable during each month that payment remains outstanding, together with CINEO's reasonable expenses of collection, including, but not limited to, attorneys' and experts' fees and court costs.

DELIVERY DATES: All delivery dates for products are estimates given for reference only and CINEO will use reasonable efforts to meet them. If any such estimated delivery date is not met, the purchaser will not be excused from its obligation to pay for such products when finally delivered or from any of its other obligations hereunder. However, if CINEO delays delivery of Products by more than sixty (60) days after any estimated delivery date, then Company may, as its sole remedy therefor, cancel any pending order therefor to the extent not previously fulfilled by giving CINEO notice within ten (10) days, and neither party will be liable to the other for damages resulting from such cancellation.

TRANSPORTATION COSTS: The prices for CINEO products exclude all transportation costs, including, but not limited to, freight, insurance and special handling and packaging. The purchaser shall, at the time of its order, notify CINEO of the name of, and arrangements it has made with, the carrier it has chosen to pick its purchased products up at CINEO's US warehouse or request that CINEO make such arrangements and prepay those costs to CINEO.

TITLE AND RISK OF LOSS: Title and risk of loss of or damages to products will pass to the purchaser upon CINEO's delivery of them to the carrier at its U.S. warehouse. All claims for damage to or loss of products must be made by the purchaser directly to the carrier or its insurance company.

INSPECTION/ACCEPTANCE: Promptly upon the purchaser's receipt of its purchased products, it will inspect same and furnish CINEO with any claim it may have for: (a) shortages or incorrect materials no later than fifteen (15) days after receipt; or, (b) invoicing mistakes no later than twenty (20) days after receipt. Upon receipt of any claim for incorrect materials, CINEO will issue the purchaser an authorization to return ("ATR") for products received. Purchaser may not return any CINEO product without an ATR from CINEO. Purchaser's failure to make a claim within the time periods set forth herein will be deemed to constitute its acceptance of the products. In the case of any such timely claim, CINEO will, upon confirmation of the claim, promptly furnish the purchaser with a credit memorandum for products returned and, where applicable and subject to availability, ship the purchaser replacement CINEO Products with an invoice therefor.

FORCE MAJEURE: Each party will be excused from any default in its obligations under this Agreement, other than the payment of money due, resulting from any act or event beyond its reasonable control or responsibility, including, but not limited to, acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, lockout, labor disturbance, national defense requirement, governmental action, law, ordinance, rule or regulation, whether valid or invalid, inability to obtain or curtailment of electricity or other types of energy, raw material, labor, component products or transportation, failure of normal sources of supply, or any similar or different contingency which would make performance or timely performance commercially impracticable. The party relying on any of these acts or events of force majeure must give the other notice thereof promptly after it becomes known to that party. If any of these acts or events of force majeure exceed sixty (60) continuous days, then either party may, as its sole remedy therefor, cancel any affected order to the extent not previously fulfilled by giving the other notice, and neither party

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will be liable to the other for damages resulting from such cancellation.

LIMITED PRODUCT WARRANTY: CINEO's warranty applicable to its products at the time of their delivery to the carrier as set forth on CINEO's online website at www.cineolighting.com will apply. **EXCEPT FOR THE FOREGOING WARRANTY, CINEO HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES FOR ANY PRODUCT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT BY A PRODUCT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE FEDERAL, STATE OR FOREIGN STATUTE OR CODE IS EXPRESSLY EXCLUDED. CINEO HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE RESULTS OF USE OF ANY PRODUCT OR THAT ANY PRODUCT IS COMPATIBLE WITH ANY COMBINATION OF NON-CINEO PRODUCTS THE PURCHASER OR AN END-USER MAY CHOOSE TO CONNECT TO A PRODUCT.**

LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHICH MAY BE SUFFERED BY THE OTHER UNDER, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE OR ANY CINEO PRODUCT. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, OR FOR LOST PROFITS OR SAVINGS, BUSINESS INTERRUPTION, LOST INFORMATION OR DAMAGES ARISING OUT OF, INCIDENT TO OR IN CONNECTION WITH THE USE OR INABILITY TO USE A PRODUCT OR FOR ANY OTHER REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE CLAIMS OF ANY THIRD PARTY. CINEO'S TOTAL LIABILITY TO COMPANY FOR ALL CLAIMS, WHETHER IN CONTRACT, LIABILITY, TORT, BREACH OF STATUTORY DUTY OR UNDER STATUTORY OR OTHER INDEMNIFICATION RIGHTS WILL NOT EXCEED THE AMOUNTS PAID BY A PURCHASER FOR THE PRODUCT IN QUESTION. THIS LIMITATION WILL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

TRADEMARKS: Purchasers of CINEO products will have no right to or interest in any trademarks or tradenames owned, used or claimed now or in the future by CINEO.

EXPORT: CINEO products or related technology or software may not be exported in violation of applicable U.S. laws and regulations. Purchasers will be responsible for obtaining any required export licenses for products purchased by them.

GOVERNMENT CONTRACTS: No provisions of any United States, state or local or foreign government contract or subcontract related thereto will be deemed applicable to the sale of any CINEO products, without CINEO's prior written consent.

CHOICE OF LAW: The purchase of any CINEO products, and the terms and conditions set forth herein, shall be construed and enforced in accordance with the laws of the State of California, without reference to its conflicts of law principles. Any action or suit relating to products purchased, or otherwise arising from the relationship of the parties hereunder, will be exclusively brought and maintained in any federal or state court with appropriate jurisdiction over the subject matter thereof established or sitting in the County of Los Angeles, State of California. PURCHASERS HEREBY CONSENT TO THE JURISDICTION OF ANY VENUE IN THE FEDERAL AND STATE COURTS OF CALIFORNIA LOCATED IN LOS ANGELES COUNTY AND HEREBY WAIVE ANY DEFENSE BASED UPON THE VENUE, THE INCONVENIENCE OF THE FORUM OR THE LACK OF PERSONAL JURISDICTION IN ANY ACTION OR SUIT WITHIN SUCH JURISDICTION AND/OR VENUE. The parties acknowledge that the provisions of the United Nations Convention for the Sales of Goods will not apply to the sale of CINEO products pursuant to these terms and conditions.

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