

1) ACCEPTANCE OF TERMS AND CONDITIONS

- a) These terms and conditions (the "Terms and Conditions") govern the commercial sale of all lamp and fixture products (the "Products") by Soraa Inc. ("Soraa") to the party purchasing Products from Soraa ("Buyer"), unless and to the extent Soraa 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 quote or similar document(s) regarding the purchase of Products constitute the "Agreement."
- b) Any terms and conditions different from or in addition to these Terms and Conditions (other than the description, quantity and shipment date for Products ordered) that are set forth on any document or documents issued by Buyer or Soraa are hereby rejected, and any such terms shall be wholly inapplicable to any sale of the Products made by Soraa to Buyer and shall not be binding in any way on Soraa.
- c) Soraa's quotation 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(30) days from the date of the quotation, unless stated otherwise in the quotation, but any quotation may be modified, withdrawn, or revoked by Soraa at any time prior to the actual receipt and confirmation by Soraa of Buyer's acceptance thereof.

2) CANCELLATIONS

Orders accepted by Soraa cannot be changed, rescheduled or cancelled without Soraa's prior written consent, or to the maximum extent permitted by applicable law. Without limiting any other remedies, if Buyer changes, reschedules or cancels an order without prior consent, Soraa reserves the right to charge Buyer for costs incurred for such order, up to the full sales price of the goods.

3) PRICING

Pricing for the Products shall be determined by Soraa in its sole discretion and may be changed at any time by Soraa on notice to Buyer subject to these Terms and Conditions. Unless otherwise specified by Soraa, 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 Soraa's sales order acknowledgment by Soraa. Soraa reserves the right to make substitutions and modifications in the specifications of Products sold by it if such substitutions or modifications do not cause a material adverse effect on overall performance of the Products. Soraa further reserves the right to discontinue any Products at any time without notice to Buyer.

4) PAYMENT

Unless the Buyer's credit is pre-approved by Soraa in writing, Buyer will pre-pay for all accepted purchase orders for the Products invoiced by Soraa. For all credit approved invoices net payment is due within thirty (30) days of date of invoice. In the event of any default by Buyer in the payment of any fees or charges due, or any other default by Buyer, Soraa shall have the right to refuse performance and shipment of any Products under any purchase orders until payments are brought current and Soraa may suspend, delay or cancel any credit, shipment or any other performance by Soraa 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.

5) SHIPMENT AND QUANTITIES

- a) Products shall be shipped in accordance with Soraa's sales order acknowledgement, unless otherwise agreed in writing by Soraa. Shipment dates communicated or acknowledged by Soraa are approximate only, and Soraa shall not be liable for, nor shall Soraa be in breach of its obligations to Buyer, for any shipment made within a reasonable time before or after the communicated shipment date. Soraa agrees to use commercially reasonable efforts to meet the shipment dates communicated or acknowledged by it in the sales acknowledgement form or otherwise in writing on the condition

- b) that Buyer provides all necessary purchase order and shipment information sufficiently prior to the shipment date.
- b) In the event of any delay in the shipment of the Products of more than 30 days following the shipment date set forth in the sales order acknowledgement form, Buyer will give Soraa written notice of such delay or failure to ship and a 30-day period within which to cure. If Soraa does not ship within such time period, Buyer's sole and exclusive remedy is to cancel the affected and unshipped portions of the Agreement. Soraa will have no liability associated with the failure to ship the Products.
- c) Unless otherwise specified in a sales order acknowledgement form, Soraa shall ship the Products to Buyer EXW (Incoterms 2010) Soraa's facility (or such other shipment point of which Seller may notify Buyer in Soraa's discretion), where upon title to the Products and all risk of loss, damage to or destruction of the Products shall pass to Buyer at such shipment point.
- d) If Buyer fails to take delivery of Products ordered, then Soraa may deliver the Products in consignment at Buyer's cost.
- e) In the event Soraa's production is curtailed for any reason, Soraa 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, as the case may be, which Buyer will accept.
- f) Subject to Section 5(b) above, Soraa has the right to make full or partial shipment of the Products to the Buyer. All payments remain fully enforceable and due to Buyer regardless of any delay or state of the shipment or partial shipment of the Products; provided that the foregoing does not limit Buyer's remedies under Section 8. In addition to any other rights and remedies Soraa may have under applicable law, interest will accrue on all late payments at the rate of eighteen percent (18%) 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.

6) OWNERSHIP RIGHTS

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 Soraa. 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 Soraa and its licensors or suppliers. Any design, development and manufacture of the Products by Soraa for Buyer shall not be deemed to produce a work made for hire and shall not give a Buyer any intellectual property right interest in the Products or any portion thereof. All equipment, materials, software and other proprietary information of Soraa whether or not made for, obtained or developed by Soraa in performance of its obligations for Buyer, shall remain Soraa's sole property. 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 Product or attempt to decompile or otherwise decipher the source code of any software contained in the Product.

All drawings, diagrams, specifications and other materials furnished by Soraa to the use and service of the Products, and the information therein, are confidential and proprietary to Soraa. Such materials have been developed at great expense and may contain trade secrets of Soraa. 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 directly by Soraa (except information as may be established to be in the public domain without fault or action of Buyer or disclosed pursuant to judicial or government action) 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 Soraa.

7) FORCE MAJEURE

- a) Soraa 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 Force Majeure as defined below or by law.
- b) In case of such a failure as set forth above, the performance of the relevant part(s) of the Agreement will be suspended for the period such failure continues, without Soraa being responsible or liable to Buyer for any damage resulting therefrom.
- c) The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond Soraa's reasonable control - whether or not foreseeable at the time of the Agreement - as a result of which Soraa cannot reasonably be required to execute its obligations including force majeure and/or default by one of Soraa's 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.

8) LIMITED WARRANTY AND DISCLAIMER

- a) Except for the limited warranty located at <https://www.soraa.com/resources/legal> (the "Limited Warranty"), Soraa hereby disclaims all warranties with respect to the Products. The Limited Warranty is deemed to be a part of these Terms and Conditions and is incorporated herein by reference.
- b) Buyer may ship Products returned under warranty to Soraa's designated facility only in conformance with Soraa's then-current return material authorization policy (the "RMA Policy"). Soraa's current RMA Policy can be found at <https://www.soraa.com/resources/legal>.

9) LIMITATION OF LIABILITY

- a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SORAA 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 SORAA 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 SORAA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SORAA'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 SORAA 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 Soraa 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.

10) 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 Soraa. Any purported assignment, transfer or delegation by Buyer shall be null and void. Soraa 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 Soraa and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Buyer or on its behalf.

11) TERMINATION

- a) Without prejudice to any rights or remedies Soraa may have under the Agreement or at law, Soraa 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;
 - 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 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 an Agreement the terms and conditions set forth in Sections 1(a), 1(b), 4, 6, 7, 8, 9, 10, 11(b), 11(c), and 12 shall survive.

12) GENERAL

This Agreement constitutes the entire understanding between Buyer and Soraa with respect to the subject matter hereof and supersedes prior agreements, discussions and understandings between Buyer and Soraa relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not set forth herein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and this agreement shall be construed, enforced and governed in accordance with California state laws without giving effect to its choice of law provisions. The parties agree and submit to the exclusive jurisdiction of the Superior Court of California for the County of Santa Clara or the U.S. District Court for the Northern District of California. Notices sent to either party shall be deemed fully and completely given (a) when delivered in person to the party to be notified, (b) when sent by confirmed electronic mail or facsimile, (c) one business day after being sent by overnight courier, or (d) two business days after being sent by first class mail postage prepaid. If any term or provision of this Agreement is held to be invalid or unenforceable, this agreement shall continue in force without such provision or as changed and interpreted to give best effect to the parties' intentions. Laws, regulations, orders or other restrictions on the export from the U.S.A. of any technology, products incorporating technology or information pertaining thereto that may be imposed by the U.S.A. government or any agency thereof apply. Notwithstanding anything else to the contrary, Buyer shall not export or re-export, directly or indirectly, any technology, products incorporating technology or information pertaining thereto to any country for which the U.S.A. government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first containing such license or approval. Soraa shall provide information under its control for Buyer to obtain any import or export licenses required for Buyer to receive or ship Products sold. If Products purchased are sold, or are incorporated into products that are sold, under a U.S. Government contract, Soraa rejects provisions or clauses required to be passed on to Soraa pursuant to said contract and such provisions or clauses shall not be deemed included or binding on Soraa unless accepted in writing by Soraa's authorized representative.

This Agreement may be amended, changed, modified, waived or discharged only by a writing signed by the party against whom enforcement is sought. 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 this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default. Waiver, permit, consent or approval of any kind of character of any breach or default must be in writing signed by the party against whom enforcement is sought.