

**VEGA LIGHT CONTROL SYSTEMS TERMS  
AND CONDITIONS OF SALE**

1. Applicability. These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the parts ("**Parts**") by G.T. Solutions, L.L.C., a Michigan limited liability company d/b/a Vega Light Control Systems ("**Supplier**") to the party indicated ("**Customer**") on the accompanying quotation, the Customer's purchase order, or the Supplier's acknowledgement (the "**Sales Confirmation**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Parts covered hereby (a "**Supply Agreement**"), the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. These Terms, and the Supply Agreement (if any) between the parties (collectively, the "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms and regardless of whether such general terms and conditions have been signed by Supplier. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.
2. Delivery.
  - (a) The Parts will be delivered within a reasonable time after the receipt of Customer's purchase order. Supplier shall not be liable for any delays, loss or damage in transit.
  - (b) Supplier may, in its sole discretion, without liability or penalty, make partial shipments of Parts to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the Parts shipped whether such shipment is in whole or partial fulfillment of Customer's purchase order.
  - (c) If for any reason Customer fails to accept delivery of any of the Parts on the date fixed pursuant to Supplier's notice that the Parts have been delivered, or if Supplier is unable to deliver the Parts on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Parts shall pass to Customer; (ii) the Parts shall be deemed to have been delivered; and (iii) Supplier, at its option, may store the Parts until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
3. Modification and Reverse Engineering of Parts. Customer shall not modify, alter, or make any changes to Parts provided by Supplier. Customer further shall not reverse engineer, disassemble, or attempt to recreate or redesign any Parts sold or supplied by Supplier.
4. Amendment and Modification of Agreement. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
5. Inspection and Rejection of Nonconforming Parts.
  - (a) Customer shall inspect the Parts upon receipt ("**Inspection Period**"). Customer will be deemed to have accepted the Parts unless it notifies Supplier in writing of any Nonconforming Parts during the

Inspection Period and furnishes such written evidence or other documentation as reasonably required by Supplier. "**Nonconforming Parts**" means only the following: (i) product shipped is different than identified in Customer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Customer timely notifies Supplier of any Nonconforming Parts, Supplier shall, in its sole discretion, (i) replace such Nonconforming Parts with conforming Parts, or (ii) credit or refund the Price for such Nonconforming Parts, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Parts to Supplier's facility located at Wylie, Texas. If Supplier exercises its option to replace Nonconforming Parts, Supplier shall, after receiving Customer's shipment of Nonconforming Parts, ship to Customer, at Customer's expense and risk of loss, the replaced Parts to the Supplier's facility located at Wylie, Texas.

(c) Customer acknowledges and agrees that the remedies set forth in **Section 4(b)** are Customer's exclusive remedies for the delivery of Nonconforming Parts. Except as provided under **Section 4(b)**, all sales of Parts to Customer are made on a one-way basis and Customer has no right to return Parts delivered under this Agreement to Supplier.

(d) EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUPPLIER EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION TO THE FOREGOING, SUPPLIER SHALL NOT (UNDER ANY CIRCUMSTANCES) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF LEGAL THEORY.

6. Payment Terms.

(a) Customer shall pay all invoiced amounts due to Supplier within 30 days from the date of Supplier's invoice. Customer shall make all payments hereunder in US dollars.

(b) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Supplier for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Supplier does not waive by the exercise of any rights hereunder), Supplier shall be entitled to suspend the delivery of any Parts if Customer fails to pay any amounts when due hereunder and such failure continues for ten days following written notice thereof.

(c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Supplier, whether relating to Supplier's breach, bankruptcy or otherwise.

7. Insurance. During the term of this Agreement and for a period of one year thereafter, each party shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000 with financially sound and reputable insurers. Upon a party's request, the other party shall provide a

certificate of insurance from the party's insurer evidencing the insurance coverage specified in these Terms. Each party shall provide the other party with 30 days' advance written notice in the event of a cancellation or material change in such party's insurance policy. Except where prohibited by law, each party shall require its insurer to waive all rights of subrogation against the other party's insurers and the other party.

8. Force Majeure. The Supplier shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Supplier including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 60 days, Customer shall be entitled to give notice in writing to Supplier to terminate this Agreement.
9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
10. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.
11. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan in each case located in the City of Grand Rapids and County of Kent, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
12. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Insurance, Governing Law, Submission to Jurisdiction, and Survival.

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