

Glint Lighting – Terms & Conditions

July 13, 2021

Pricing, Changes, Cancellations

Prices and product information are subject to change without notice. Quotations are valid for the period specified in the quotation. All prices are subject to applicable sales taxes or other government charges (collectively, the “Taxes”).

Glint reserves the right to correct clerical and typographical errors in any term or price information.

All orders must be accepted in writing by Glint. Once accepted by Glint, all orders are final and any change or cancellation request by the Customer may be subject to modification or cancellation charges. A modification or cancellation charge of 50% of the selling price shall be applied to any accepted order when cancelled less than six weeks before the original estimated shipping date. For accepted orders of custom products, any advance payment amounts charged will be forfeited upon order modification or cancellation. Cancellations must be approved by Glint, and in all cases are subject to a limit of the lesser of \$100,000 or 20% of the total order amount associated with the project.

Hold orders will not be entered for production until Glint receives written release from Customer. Invoicing will be at prices prevalent at the time of release. If a hold is issued by Customer after fabrication of merchandise according to Customer's order has been started, then Customer shall pay reasonable handling charges until such merchandise is released and accepted by Customer.

If any shipment made in accordance with Customer's instructions is refused for any reason, then Customer is responsible for payment as if merchandise were accepted at time of attempted delivery. Customer is also responsible for any rehandling and reshipping charges and all reasonable storage charges as they are incurred.

Payment terms

For standard product, payment terms are net 30 days from the date of the invoice, upon approved credit. A discount of 1% will be applied for payment within 15 days from the date of the invoice.

Glint will assess a 1½% monthly service charge (or such lesser amount as permitted by law) to all past-due accounts. The Customer will be liable for all costs and expenses incurred by Glint, including reasonable legal fees, in collecting any amount owing under a past due account.

Payment terms are subject to review of the Customer's credit. If, in Glint's sole judgment, Customer's credit shall become impaired at any time, Glint may decline to make shipments except for cash in advance until such time as said credit has been reestablished to Glint's satisfaction. Glint reserves the right to require full payment in cash before shipment or delivery.

All orders for custom product will require an advance payment to terms specified in the quotation.

Limited Warranty

All Glint product materials and workmanship is warranted for five (5) years, with the exception of third-party power supplies as noted below. This warranty only covers repairs due to defect and not misuse. Warranty is voided if any unauthorized repairs or alterations are made or if the fixture is disassembled. Warranty is voided if improper use, installation or modification is made to any product. This limited warranty runs in favor only of the actual purchaser of the product from Glint and may not be assigned to any third party(s) without Glint's advance, written approval.

Glint shall have the sole discretion to determine if a product does, in fact, contain a defect in accordance with the limited warranty. Color changes or shifts in LED lighting are a natural consequence of LED lighting and shall not be considered a defect covered by this limited warranty. Warranty can only be claimed for LED module failure if luminous flux falls more than 30% below full original product specification.

The warranty provided shall apply exclusively on the condition that (i) the products are used in accordance with the given product and application specifications (data sheets); (ii) that they have been installed and placed in service in a proper workmanlike manner (strictly according to the installation instructions enclosed with the product and within all guidelines and requirements of any applicable state, local or other building and electrical codes for the installation of lighting fixtures and related lighting products), and (iii) that the product temperature and voltage limits are not exceeded and the product has not been exposed to any mechanical stresses and strains outside the normal, intended purpose. This warranty is void if the damage to the Glint product (i) was caused by lightning or other acts of God outside of Glint's control or (ii) results from any voltage emanating from outside of the fixture or Glint product in excess of the rated voltage. This warranty shall expire immediately if the purchaser or a third party makes any changes to or performs any repair work on the products without Glint's prior written consent or if the product is installed inappropriately or by non-qualified staff.

Glint's obligation under this limited warranty is limited to, at Glint's option, either the repair or replacement of the product or reimbursement of the purchase price. If the product has been discontinued or is no longer available, "replacement of the product" shall mean a comparable product as determined by Glint. This limited warranty does not extend to products that have been repaired or replaced. Glint's obligations under this limited warranty do not include any other costs or expenses, such as, without limitation, any costs or expenses of removal or reinstallation whatever the cause or however incurred or imposed (for example and without limitation, labor costs or expenses, administrative costs, or requirements of law or any governmental agency or body).

In order to take advantage of this limited warranty, the Customer must return the product to Glint in accordance with the Warranty Returns policy set forth below within the specified warranty time period.

Power supplies (drivers) manufactured by third parties and supplied in Glint fixtures are separately warranted by their third-party manufacturer. In the event of an actual or suspected failure of the power supply during its warranty period, Glint will facilitate Customer's warranty service as described below.

Glint reserves the right to field-diagnose failure of the power supply. In the event of an actual or suspected failure of the power supply under the terms of its manufacturer warranty, Glint may accept a product return for power supply replacement or ship a new power supply to Customer for field replacement, at its sole option. The cost to the Customer of the replacement power supply will be waived upon confirmation by Glint that the original power supply failed under the terms of its manufacturer warranty.

With respect to third party products sold by Glint, Glint disclaims any and all warranties, whether express or implied, including without limitation any warranty of non-infringement, fitness for a particular purpose, or merchantability. To the extent allowed, however, and if requested by the Customer, Glint will make available to the Customer the warranties such third party makes available to purchasers of its products.

This warranty shall constitute the Customer's sole and exclusive remedy for any defect of any product. Glint expressly disclaims and the Customer expressly waives all other warranties and representations of any kind whatsoever with respect to products whether express, implied, statutory, arising by course of dealing or performance, custom, usage in the trade or otherwise, including without limitation any warranty of non-infringement, fitness for a particular purpose or merchantability. No oral or written statement or representation by Glint, its agents or employees shall constitute or create a warranty or expand the scope of any warranty hereunder.

Warranty terms and conditions are subject to change without notice.

Freight & Delivery

All domestic shipments are F.O.B. Glint. All orders will be assessed freight and insurance charges. Shipping & insurance charges are invoiced at cost upon shipping. All international shipments are ex-works. Additional fees may apply for export packing and handling.

Glint will determine routing and carrier on shipments. Upon request, shipment will be made in any specified manner, with Customer paying difference between our normal and the requested manner. The carrier assumes all responsibility for losses, shortages, and both apparent and concealed damages in transit. Title passes to purchaser immediately upon delivery by Glint to carrier; therefore, all claims must be made by Customer with carrier.

Glint reserves the right to refuse orders for shipment outside the regular selling and service area of the distributor or sales agent. Shipment date shown on Glint's Order Acknowledgment is a best approximation of the probable shipment date and shall not be deemed to represent a fixed or guaranteed shipment date. Glint shall not be responsible for any damage or loss resulting from delayed shipments or its inability to ship as a result of a force majeure e.g, war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion,

strikes, lockouts, slowdowns, prolonged shortage of materials or energy supplies, and acts of state or governmental action.

Any claims regarding alleged shortages or alleged shipping errors must be made within 15 days of receipt of goods in writing to Glint or else such claims will be waived. Glint reserves the right to make partial shipments unless otherwise stipulated in Customer's order. All such partial shipments will be invoiced by Glint at time of shipping and paid when due, without regard to subsequent shipments. Delay in any partial shipment shall not relieve the Customer of this obligation to accept any remaining shipment of the order.

Returns

Products may only be returned with prior written authorization from Glint. Approved returns must be accompanied by a completed Glint Lighting Return Authorization form. Customer is responsible for all shipping costs to return products to Glint.

Warranty Returns. If, upon inspection, Glint determines that a product failure has occurred that is covered by the terms of its limited warranty, Glint may repair the product or provide the Customer with a new product at its sole discretion. Shipping terms and procedures for such repaired or replaced product shall be as above stated except that Glint, so long as it determines routing and mode of transportation, shall be responsible for all shipping costs to return product to customer.

If, upon inspection, Glint determines that the limited warranty does not apply for any reason (for example, the warranty period has passed, there has been abuse or modification outside the limits of the warranty, or the product has not failed under the definitions of the warranty), then Glint shall return the product to the Customer at the Customer's expense, provided that the Customer prepays the shipping costs and charges and Taxes and expenses incurred by Glint in testing and diagnosing the product. If the Customer does not pay such costs and charges and Taxes within 90 days of invoice, Glint shall be under no obligation to return the product to the Customer.

Non-Warranty Returns. Requests to return products for other than warranty reasons must be made within 60 days from invoice date. Return Authorizations are valid for 30 days. Products accepted for return are subject to a 50% restocking charge. Products must arrive at the factory in new and resalable condition. No credit will be issued for products that are improperly packaged and damaged in transit. Returns are subject to a limit of the lesser of \$100,000 or 20% of the total order amount associated with the project.

Non-stock, modified, custom design or color and discontinued items are not returnable.

Indemnification

Customer will at all times defend, indemnify and hold harmless Glint and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, contractors, successors and assigns from and against any and all damages, injuries (including death), liabilities, costs and expenses, including reasonable legal fees and expenses arising out of

or related to third party claims, actions or demands arising out of or related to any (i) breach of any provision in these Standard Terms by Customer or End User or (ii) improper or negligent installation or use, or unauthorized repair, or integration into another lighting product, of a product by Customer or End User (or its agents). Customer shall not settle, compromise, or consent to the entry of any judgment with respect to any pending or threatened claim without Glint's consent unless the settlement, compromise or consent provides for and includes an express, unconditional release of all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, against Glint.

Compliance with Laws

With respect to the purchase, resale, and installation of Glint products, it is the responsibility of the Customer, at its sole cost and expense, to comply with all applicable laws and regulations of any government or other competent authority, including those regarding export or import, and to maintain all necessary permits, licenses and consents. All shipments of Glint products are subject to applicable export and import laws, including without limitation those of the United States. Glint shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension, or governmental delay in issuance of any necessary export license or authority.