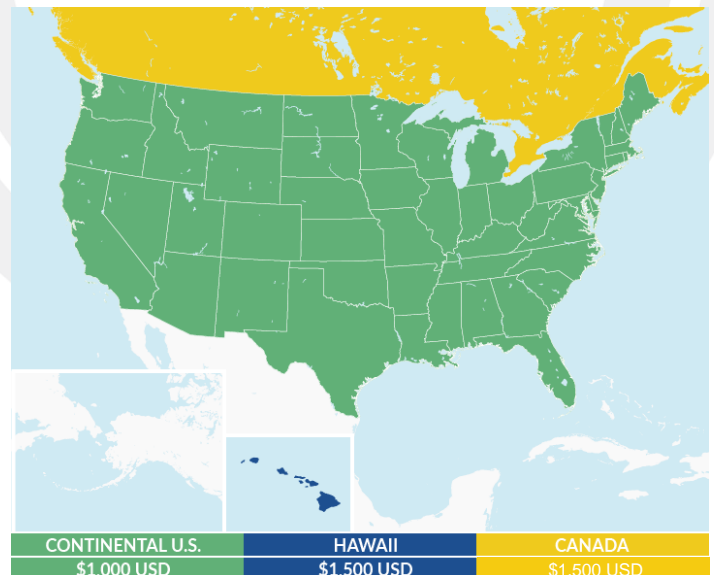


1. Applicable Contract Provisions. These terms and conditions, together with any documents referred to herein and expressly incorporated by reference, are the sole and complete agreement ("Agreement") between GREEN CREATIVE LLC or its subsidiaries/affiliates ("Seller") and you, the person or entity ordering Products (as hereinafter defined) from Seller ("Buyer"), respecting your purchase of the Products and supersede all prior oral and written understandings. Unless otherwise expressly agreed by Seller in writing, any different or additional terms and conditions proposed by Buyer are hereby objected to and rejected and shall be of no effect. Neither Seller's delivery of the Products nor any other action or course of conduct at any time on the part of Seller shall constitute acceptance of such additional or different terms. Buyer shall be bound by all of the terms of this Agreement when Buyer accepts this Agreement by any statement, act or course of conduct which constitutes acceptance under applicable law, including failure to object in writing hereto within a reasonable time and acceptance of delivery of the Products.
2. Description of Products. The products subject hereto are those described on your invoice or your order confirmation (the "Products").
3. Purchase Price and Terms of Payment.
  - a. Price. The price for the Products shall be the price quoted by Seller as of the time of Seller's acceptance of the order as to each applicable Product being purchased. Unless otherwise specified by Seller, prices are in United States currency. Price quotations are good for a period of up to 30 calendar days and are subject to change after this stated period, excluding any government intervention affecting costs (i.e. tariffs). Typographic or other clerical errors in stated prices are subject to correction by Seller.
  - b. Small Order Fee. For all orders received below \$100.00 a small order fee of \$20.00 per order will be applied at our discretion.
  - c. Credit and Terms of Payment. Acceptance of any order is subject to the sole discretion of Seller and Seller may, in its sole discretion, make partial shipments of Products to Buyer with each shipment constituting a separate sale and Buyer paying for the Products shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Unless otherwise provided in writing by Seller, payment in full is due thirty (30) days from invoice date if Seller, in its sole discretion, has extended credit to Buyer and prior to or on delivery in all other circumstances. Seller may alter or revoke credit terms at any time without notice in its sole discretion. Orders being paid via credit card may experience a delay to delivery for processing.
  - d. Buyer's Financial Condition; Insecurity. If, in Seller's sole discretion, Buyer's financial condition or any other circumstance causes Seller to be insecure with respect to Buyer's performance of any obligation under this Agreement, Seller may accelerate and demand immediate payment of any amounts owed Seller, cancel this Agreement and suspend performance.
  - e. Sales and Similar Taxes; Shipping Costs; Insurance. Except as otherwise provided herein, the purchase price does not include and the Buyer shall pay (or reimburse Seller on Seller's demand for), all (a) delivery, freight and associated charges (FOB origin), (b) insurance, and (c) any and all excise, sales, use, personal property, inventory or similar taxes, charges, duties or levies of any kind imposed on or in connection with the sale or use of Products. .

- f. **Late Payment Fee.** Any amount that Buyer fails to pay when due will be subject to a late payment fee computed daily at a rate equal to eighteen percent (18%) per annum, or the maximum permitted by law, whichever is less, and will be added to the unpaid balance on all amounts not paid on or before the due date, and any such late payment fee shall be payable on demand in full. Without limiting its rights and remedies, Seller may reject orders in whole or in part and recall any Products in transit, until Buyer's account, including all costs of collection and late charges, is paid in full.
- g. **Stock Availability.** Orders are subject to stock availability. Seller shall not be liable for any delays, nor shall Seller be liable for any losses or damages arising from any rejected, canceled, delayed or partial order from Buyer (by reason of stock availability or otherwise).
- h. **Purchase for Resale.** Buyer represents and warrants to Seller that Buyer is a retailer of Products and is purchasing Products on a non-exclusive basis for resale in the ordinary course of its business. Buyer further represents and warrants that it will furnish Seller with a valid and unexpired resale certificate or tax-exempt certificate upon request for each jurisdiction in which it operates and that Buyer is duly registered with each such jurisdiction as a retailer.

4. **Shipment, Delivery and Terms of Acceptance.**

- a. **Shipment.** Seller will package the Products for shipment in accordance with its standard practices, which include, but are not limited to shipping Products up to forty (40) days in advance of a shipping date specified in an order. Shipping terms are FOB (origin). Buyer shall designate a point of delivery in its order and Seller shall, as a courtesy to Buyer, arrange a carrier to complete delivery to such delivery point at the Buyer's expense. The carrier shall be deemed to be Buyer's agent, and Buyer shall make all claims with respect to damage in transit against the responsible carrier. Subject to Sections 4(b), 4(c) and 4(d) below, shipping will be prepaid and allowed by Seller on any order totaling \$1,000 or more where the Products' destination is within the continental United States (\$1,000 USD) or Canada (\$1,500 USD). Orders not qualified for freight allowed treatment will be shipped with transportation charges prepaid by Seller and added to Buyer's account, unless Buyer requests and Seller accepts a different method in writing. Seller will arrange for shipping via the least expensive method reasonably available as determined at time of shipment, provided that Buyer acknowledges Seller is arranging shipping as a courtesy and Seller has no duty to compare services or prices. All 8ft lamps ship on pallets via LTL carrier, regardless of quantity ordered. Shipment of 8ft lamps via small parcel carrier is not an option. Notwithstanding the foregoing, Buyer may specify a particular shipping method in its order and if such method or other Buyer requirement results in added fees or costs (i.e. expedited service, delivery appointment, lift gate, locations deemed limited access by carrier, residential area, or



other) such fees and costs must be communicated at the time the order is received and will the responsibility of the customer.

- i. If an order is released in full by the Buyer and the Seller has insufficient inventory at a single location, requiring Seller to pull from multiple locations and therefore have multiple shipments, lift gate and/or other added expenses, the Buyer will only be charged for one shipment.
  - ii. If the customer dictates multiple releases when material is readily available to ship in full, the additional charges will be applied per release.
- b. Freight Allowance Hawaii: For an order totaling \$1,500 or more, freight will be allowed.
- c. Freight Allowance Alaska: For an order totaling \$1,000 or more, freight will be allowed to a freight forwarder within the Continental U.S. that the Buyer designates in its order. It is the Buyer's responsibility to arrange delivery of the Products to the final destination from that point.
- d. Freight Allowance Canada: For an order totaling \$1,500 USD or more, freight will be allowed. The Buyer must provide all broker information on Purchase Orders, Complimentary Sample Orders, and Warranty Replacement Claims to GREEN CREATIVE. All brokerage charges and other charges in accordance with Section 3(d) are the responsibility of the Buyer.
- e. Buyer acknowledges and agrees that the Products may be subject to export or resale restrictions or regulations under applicable law (including, without limitation, the U.S. Export Administration Regulations and any foreign equivalents) and Buyer will comply with such Laws. Any statement as to product country origin, Export Control Classification Number or compliance with applicable law provided by Seller to the Buyer has been provided to Seller by its suppliers or based on Seller's historical classifications and Seller does not warrant the accuracy of such classification and Buyer uses such information at its own risk. Buyer, on behalf of itself, its subsidiaries and affiliates, warrants and agrees to abide by all applicable Laws relating to the export and re-export of the Product and Buyer further warrants that the Product will not be sold, exported, or incorporated into products or services for use by military, police or intelligence entities. Buyer shall indemnify Seller for any actions that are contrary to applicable export laws.
- f. Title to Products, Risk of Loss. Title to and all risk of loss concerning the Products shall pass to Buyer upon delivery to a common carrier, or to any private carrier designated by Buyer. Buyer's rejection of any Products shall not shift such risk until the Products are returned to Seller, freight prepaid, pursuant to Seller's written authorization. Buyer hereby expressly acknowledges and agrees that Florida Commercial Code Section 672.510 shall not apply to this Agreement.
- g. Delivery Schedule. Any delivery dates are estimates only based on prevailing conditions and Seller's or a carrier's failure to meet the same shall not be deemed a breach of this Agreement.
- h. Force Majeure. Seller shall not be liable to Buyer for any delay or failure of delivery or of any other performance caused in whole or in part by any contingency beyond Seller's reasonable control, including, without limitation, acts of any government or any agency or subdivision thereof or shortage of or inability to secure labor, fuel, energy, raw materials, supplies or machinery at reasonable prices or from regular sources.

- i. Inspection and Acceptance. Buyer shall inspect all Products upon arrival and shall notify Seller in writing of any shortages or other failures to conform to this Agreement that are reasonably discoverable within five (5) days of the Products' arrival.
- j. Cancellation or Modification of Order. Buyer may not cancel or modify any order accepted by Seller, unless Seller consents in writing, which consent may be withheld in Seller's sole discretion, and Buyer pays Seller for all damages incurred by Seller due to such cancellation or modification (including without limitation, lost profit, if any) and costs incurred in connection with such change or cancellation.
- k. Returns. Products may not be returned to Seller unless Seller consents in writing, which consent may be withheld in Seller's sole discretion, and assigns a return authorization number. Any unauthorized returns or shipping containers that do not bear a return authorization number will be returned to the Buyer at the Buyer's expense. Return shipments must be prepaid, insured, and shipped at the Buyer's expense to a destination Seller specifies. To qualify for a credit, returned Products must be in (1) original sealed cartons without any added markings or deformities to the Products or their cartons, and (2) salable condition. All returns will be subject to inspection upon arrival at the Seller's facility and prior to the return being accepted and credit being issued to Buyer. Buyer may not return special products, non-stocked products, custom-made products, outdated or modified versions of cataloged Seller stocking items. Except for Products Seller considers, in its sole discretion, to be defective in workmanship or materials, all returned Products will be subject to 30% handling and inspection charge, and a deduction be made for freight expense of the original shipment. Notwithstanding the foregoing:
  - I. For authorized returns of (a) a current Product that has not been phased out or (b) a Product that was phased out in the prior six months, and the Buyer simultaneously places an offsetting order, the restock fee will be waived. If the Product subject to the offsetting order is not in stock, the restock fee will be waived.
  - II. If Buyer is a stocking distributor, the terms and conditions in the stocking distributor's agreements are incorporated herein by reference.
  - III. Returns will not be authorized for any Product that has been phased out for more than six months. Contact the RMA department for additional information for Products phased out more than six months but less than 24 months.
  - IV. In situations where Buyer ordered Products and paired such Products with a ballast that is shown to be compatible with the Products from Seller's compatibility list and Buyer desires to return the Products because the ballast ultimately was not compatible, Seller will waive the restock fee, subject to Seller verifying that the ballast was in fact on Seller's compatibility list at the time of Buyer's order and Buyer delivering any reasonably requested evidence of non-compatibility.

Buyer's denied credit have the right to retain their product or have it scrapped by the Seller at their discretion.

5. WARRANTIES LIMITATIONS OF WARRANTIES, DISCLAIMER OF WARRANTIES AND LIMITATION OF DAMAGES.

- a. Limited Warranty to Buyer. Seller's sole warranty to Buyer as to Products is the limited warranty set forth in Seller's LIMITED WARRANTY POLICY ("Limited Warranty Policy") published at its

website at [www.GREENCREATIVE.COM](http://www.GREENCREATIVE.COM). Seller may amend its Limited Warranty Policy at any time, acting in its sole discretion.

- b. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN SUBPARAGRAPH A ABOVE, PRODUCTS ARE SOLD AS-IS AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE.
- c. **LIMITATION OF REMEDIES.** SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, COMPENSATORY, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY WITH REGARD TO THE SALE OR USE OF ANY PRODUCT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT IN QUESTION. BUYER AGREES THAT, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, BUYER MUST BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR THE SALE OF THE PRODUCTS WITHIN ONE YEAR AFTER THE DATE ON WHICH THE PRODUCTS IN QUESTION WERE DELIVERED TO BUYER OR THE DATE ON WHICH THE EVENT GIVING RISE TO THE ACTION OCCURRED, WHICHEVER IS EARLIER.

6. **Default.** In the event of any default by Buyer, Seller may exercise any and all rights and remedies provided by law, which rights and remedies shall be cumulative. Buyer shall pay to Seller on demand all losses, costs, damages and expenses (including without limitation reasonable attorneys' and professionals' fees and court costs), incurred by Seller in collecting any amounts owing by Buyer hereunder or arising from the inaccuracy of any representation or warranty of Buyer hereunder or breach of any obligation of Buyer hereunder.

7. **General Provisions.**

- a. **Applicable Law.** The validity, performance and construction of this Agreement shall be governed by the laws of the State of Florida, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- b. **Assignment.** Buyer shall not assign or delegate any or all of its rights or obligations under this Agreement without the prior written consent of Seller, and any attempt to do so shall be null and void and constitute a material breach. Buyer shall be deemed to have assigned its interest in this Agreement in the event Buyer experiences a change of control where an entity or person directly or indirectly acquires by merger, acquisition, operation of law or otherwise a controlling interest in Buyer.
- c. **Independent Parties.** Seller and Buyer are independent parties and nothing in this Agreement shall make either party an agent, partner, joint venturer, or legal representative of the other. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof.



- d. **No Third Party Rights.** This Agreement is for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any other person any legal or equitable right, remedy or claim under or with respect this Agreement.
- e. **Exclusive Jurisdiction.** The state and federal courts of the State of Florida having venue in Seminole County, Florida shall have exclusive jurisdiction over any lawsuit or other legal proceeding arising out of this Agreement or relating to the Products. Seller and Buyer hereby consent to the jurisdiction of such courts.
- f. **Modification and Waiver.** No addition to or modification of this Agreement shall be binding upon Seller, and Seller shall not be deemed to have waived any provision of this Agreement, except pursuant to a written document signed by a duly authorized officer of Seller. In the event a party waives a default in writing, such written waiver shall only be applicable to the instant default or breach of this Agreement and shall not be deemed a waiver of said default or any other provision of this Agreement on a go-forward basis.
- g. **Severability.** If any provision of this Agreement is held to be unenforceable by final order of any court of competent jurisdiction, that provision shall be severed from this Agreement, and shall not affect the interpretation or enforceability of the remaining provisions of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect unimpaired by the holding of the court.
- h. **Debt Disputes.** Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends or notations upon such checks or payments, or regardless of other writings, statements or documents, shall be applied by Seller against the amount owing by Buyer with full reservation of all of Seller's rights and without an accord and satisfaction of Buyer's liability.
- i. **Intellectual Property.** Nothing in this Agreement is to be construed as a grant or assignment of any license or other right to Buyer of any of Seller's intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. All improvements and developments related to the Products or the efforts of Seller and Buyer will be owned exclusively by Seller, and Buyer shall reasonably cooperate with Seller in confirming that result.
- j. **Headings; Interpretation.** The headings contained in these items and conditions are for convenience only and do not in any way interpret, limit or amplify the scope, extent or intent of any of the provisions. Masculine pronouns include the feminine as well as masculine gender and words used in the singular include the plural and vice-a-versa, as appropriate. The term including shall be understood to mean "including, without limitation". References to Seller's sole discretion shall be understood to mean Seller's discretion to be withheld or granted in Seller's sole and absolute discretion.
- k. **Amendments.** Seller may amend this Agreement from time to time acting in its sole discretion and the terms of this Agreement (as amended) that are in effect as of the date of Seller's acceptance of an order of Products shall apply to such order.

- l. Work Product. "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

8. Confidentiality.

- a. Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, pricing, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.
- b. Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use or disclosure of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.
- c. Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.
- d. Indemnity.

- i. Intellectual Property Indemnity. In the event any Product is made substantially in accordance with drawings, samples, specifications or manufacturing processes designated by Buyer, Buyer agrees to indemnify, defend and hold harmless Seller and its affiliates from any and all damages, costs, liabilities, and expenses (including attorneys' fees and court costs) relating to any claims, suits, or proceedings alleging that such Product and any related documentation or communication (including the aforementioned drawings, samples, specifications or manufacturing processes) constitute an infringement or misappropriation of any right of any third party, including any copyrights, mask work rights, patent rights, trademark rights, trade secret rights, trade dress rights, confidentiality rights or other property rights. If Seller so elects, Buyer agrees at its own expense to undertake the defense of any claim, suit or proceeding against Seller brought upon such claim or claims, provided upon such election Seller shall have the right to participate at Seller's expense and Seller must consent to any compromise or negotiation where judgement is entered against Seller or its affiliates.
    - ii. In addition to the foregoing, Buyer agrees to indemnify, save harmless and defend Seller or its affiliates from and against any and all liabilities, claims, penalties, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which Seller or its affiliates may hereafter incur, become responsible for or pay out as a result of: (a) Buyer's breach of these terms and conditions; or (b) the death or bodily injuries to any person, destruction or damage to any property, or any violation of governmental laws, regulations or ordinances due to the negligence of the Buyer, its affiliates, or agents. The duty to defend stated herein is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Buyer, Seller and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Buyer. Buyer's obligation to indemnify and defend hereunder will survive until it is determined by final judgment that an action against the Seller or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
  - e. Changes in Product Design or Manufacture. Seller shall have the right to change, discontinue or modify the design and construction of any Product and to substitute material equal to or superior to that originally specified.
  - f. Language. The parties have expressly required that these terms and conditions be prepared in the English language
9. Retention of Environmental Attributes. Unless otherwise agreed to in writing by Seller, Seller retains all rights and interests, free and clean of any claims, liens, and encumbrances in favor of Buyer, in and to all environmental attributes that may be associated with the products sold under this Agreement (which attributes include, among other things, all characteristics that enable the energy that such products produce, consume, or avoid consuming to qualify for incentives and payments, other than with respect to ratepayer-funded incentive programs offered by or on behalf of an electric or natural gas utility).