North American Standard Terms and Conditions of Sale for Luminii Group*

To Our Valued Customer:

Luminii LLC ("Luminii," the "Luminii Group," or "we/us") is committed to providing its customers ("Buyer" or "you") with high-quality LED (Light Emitting Diode) lighting products and exceptional customer service.

The Luminii Group includes products offered by Luminii LLC, Senso Lighting Inc., Filix Lighting USA Inc. and Luminii UK Ltd., and encompasses the following brands and product families: Luminii, Senso Lighting, Glint, Basics, Stenos, iLight, Alva, Optic Arts, Filix Lighting, Remote Controlled Lighting, and Precision Lighting (collectively, the "Products"), as described at www.luminii.com.

The following terms and conditions apply to all orders placed with Luminii and the Luminii Group.

Payment Terms and Conditions

All orders with Luminii Group are prepaid without an approved line of credit. Orders will be released to production once full payment is received. See the deposit section below for more details.

If you are an existing customer with approved credit terms, Luminii Group requires a 25% deposit on all orders over $150,000 before releasing material to production.

Luminii Group accepts payment in the form of check, EFT, ACH, and credit cards. All Luminii companies accept Visa, MasterCard, Discover and American Express credit cards. Orders below $10,000 USD, $10,000 CAD, or £7,500 GBP can be paid via credit card without a processing fee. A processing fee of 3% will be charged for orders over the above-mentioned amounts.

Buyers wishing to establish a line of credit must submit a signed Credit Application. The first order placed is always prepaid.

> United States customers completed credit applications should be emailed to Luminii LLC at luminiiAR@luminii.com.
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> Canadian customers completed credit applications should be emailed to Senso Lighting Inc. at senso_ar@luminii.com.
>
> European, Middle East and Asia Customers completed credit applications for Remote Controlled Lighting and Precision Lighting Limited should be sent to rclpllsales@luminii.com.

Approved credit limit with any one Luminii Group brand has credit extended to all brands/entities. Approved credit terms are Net 30. Finance charges in the amount of 1.75% per month (21% APR) will be applied to all invoices with a past-due balance. Returned checks (NSF) are the buyer's responsibility and are subject to a $50 charge.

Deposits

Luminii Group requires a 25% deposit on all orders over $150,000 before releasing material to production. Based on credit history and level of customization, deposits may be required on smaller orders. These are examples of situations under which an additional deposit would be required, but this is in no way an inclusive list of all situations under which there will be a deposit request.

Order Cancellation Policy

All confirmed orders are considered non-cancelable except for power supplies and uncut aluminum extrusions. A cancellation fee will be applied based on costs incurred by Luminii Group before our receipt of the cancellation notice. No cancellation will be considered without a formal written request from the customer.

Prices & Quotations

All prices are subject to change without notice. Orders delayed or requesting shipment more than six months after placing the initial order shall be subject to price changes.
Prices quoted are subject to change when approved drawings have been received and reviewed. Quotation prices are valid for thirty days unless otherwise agreed to in writing.

Order Changes

Luminii Group will not accept changes after it releases an order to production.

Design Changes

Luminii Group reserves the right to change the design without prior customer notification.

Shipping Dates

Shipping dates are Luminii Group's estimates only and are not fixed or guaranteed in any way.

Luminii Group shall not be responsible for any damages, penalties, chargebacks, or any other damages resulting from delayed shipments or inability to ship by a particular date. Buyers cannot return materials or cancel any order due to shipment or delivery not occurring on a particular date.

Freight Allowance

Deliveries are F.O.B. origins. Please refer to the table below regarding FFA / Non-FFA eligible shipments.

- FFA programs only apply to orders where the shipment is to a point in the contiguous US and Canada (not including Alaska and Hawaii). Additional charges may apply for express, partial, or additional shipments.

- FFA Program 1- Includes all orders over $7500 where the longest nominal product length is less than or equal to 96 inches. Applicable Brands: Luminii LLC, Optic Arts, Stenos iLight, Senso Lighting Inc, Alva, Glint Lighting and Remote Controlled Lighting LTD.

Brand	One Order FFA Combined
Luminii	Luminii / Stenos / Optic Arts / Basics/ Glint
Senso	Senso
iLight	iLight
RCL/PLL	RCL/PLL
Alva	Alva

- FFA Program 2- Includes all orders over $2500 where the longest nominal product length is less than or equal to 96 inches—applicable Brands: Precision Lighting Limited and Basics by Luminii.

- Non-FFA Program - Filix and all orders that do not qualify for FFA Luminii will provide a freight quote when they provide the quote or receive the order. Unless the customer says otherwise, Luminii will ship on their account and bill based on the freight quote. **The customer can alternatively choose to provide their own shipping account or pick up the package via will call. If a pallet is necessary for a shipment, the customer will be charged a pallet fee, even if shipping on their own account or via will call. **If the customer provides an account number for an order crossing the border, the customer will become the importer of record and will be accountable for customs and tariffs.

FFA Partial Shipment Charge Amount

- If the order meets FFA requirements, Luminii Group will cover the cost of the first shipment, and the customer will cover the cost of any additional partial shipments made at their request and the final shipment.

- If the order meets FFA requirements and Luminii Group requests to ship partially, then Luminii Group will cover the costs of both shipments.

  Additional charges may apply if the customer requires specialized packaging/boxing by type. This includes shipping/ splitting up individual products by type in the shipment.

Shipping Samples

All Luminii Group samples are to be shipped ground. * If a customer requires air transportation, they must provide their courier information. Luminii Group will not pay for air transportation for samples.

The exception is Filix Lighting, Remote Controlled Lighting Limited/Precision Lighting LTD, which will ship air at the best economical cost.

Available Shipping Options:

- Longest fixture size <= 104" - FedEx Ground, FedEx Express, or Freight
- Longest fixture size >104" and <=120" - FedEx Express (subject to an oversize charge), or Freight
- Longest fixture size >120" – Freight

Claims/Damages

Luminii Group products are inspected prior to packaging and are carefully packed for shipment. Luminii Group does not assume responsibility for any damage that may occur during transit. Please inspect all packages upon arrival for both obvious and concealed damage to avoid risking forfeiture of a freight claim. All freight claims for damage or breakage—whether visible or hidden—must be submitted via email to the customer service email addresses listed in the table below within 48 hours (approximately two days) of receipt.

In the event of missing items, customers must notify Luminii Group within 48 hours of receipt to receive an assessment and determine whether a replacement is available at no cost. Shortages reported after 48 hours of receipt will be eligible for replacement; however, the associated costs will be determined at Luminii Groups discretion.

Return Policy

Products may be returned only with a written Return Merchandise Authorization “RMA” from Luminii Group. Only power supplies and aluminum extrusions are accepted for returns.

Requests for an RMA must be submitted via email to customer service email boxes within 30 days of invoicing. Include a description of the items you would like to return, the original order number, and the reason for return in your email. Return shipments must be prepaid, and the product must be in a new condition, including the original packaging. If returned products arrive damaged or used, Luminii Group will not provide a refund. Therefore, we strongly advise customers to use an insured and trackable shipping method to return items. All returns are subject to a 20%-50% re-stocking fee, and to receive credit, all items must be returned within 30 days of the RMA's issuance (Luminii Group reserves the right to administer alternative restocking fees based on the nature of the materials, order, or RMA in question). There will be no charge for re-stocking or shipment of products deemed defective under our warranty policy. *All Luminii Group custom orders are excluded from the return policy.*

DISCLAIMER OF WARRANTIES other than Limited Product Warranty

The only warranty Luminii provides is the Limited Product Warranty set forth below.
THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, AND STATUTORY ARE HEREBY DISCLAIMED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Limited Product Warranty

Luminii Group products are warranted to be free of defects in material and workmanship.

- Luminii, and Optic Arts for a period of seven (7) years from the date of shipment for indoor-use products and 5 years from the date of shipment for outdoor-use products.
- Luminii and Optic Arts exceptions are LED drivers, decoders and controllers for a period of five (5) years from the date of shipment for indoor or outdoor-use products.
- iLight exceptions are fixtures, LED drivers, decoders and controllers for a period of five (5) years from the date of shipment for indoor used products and three (3) years from the date of shipment for outdoor used products.
- Basics, Senso, Alva, Precision, RCL, Stenos, Filix Lighting and Glint Products for a period of five (5) years from the date of shipment.

A claim under this Limited Product Warranty is the Buyer's exclusive remedy for damages caused by Luminii Group products. Claims for defective products must be submitted in writing to the Luminii Group Customer Service team within the warranty period specified in the table below. If a product has a defect, Luminii Group's obligation is explicitly limited to repair or replacement, at no charge, at Luminii Group's facility after a prior written RMA has been issued. This warranty does not cover products that have been altered or improperly used. Products that require a driver or power supply must be used with Luminii Group's recommended power supply or driver to ensure safety and maintain the product warranty. Third-party equipment supplied by Precision Lighting Limited, including but not limited to control gear, lamps, track systems, and components, is covered solely by their manufacturer's warranty and not by Precision Lighting Limited. Warranty for custom products will be determined on a case-by-case basis for all Luminii Group.

Limitation of Liability

The maximum limit of Luminii Group's liability for or relating to any product is the product's price. Luminii Group shall not be liable for any consequential, incidental, indirect, or contingent damages arising from the

use or failure of any product or otherwise, including but not limited to loss of use, lost profits, cost of removal, disposal, or installation of any replacement product or other product.

Indemnity

To the maximum extent allowed by law, Buyer shall defend, indemnify, and hold harmless Luminii Group against all claims, demands, actions, suits, proceedings, costs, expenses, damages, and liability, including without limitation attorneys' fees, arising out of, in connection with, or resulting from the sale, possession, installation, use, operation or return the product.

Force Majeure

Luminii Group shall not be required to furnish any products if prevented from manufacturing or delivering the same because of any labor dispute, accident, fire, casualty, act of any government, or any other cause beyond its commercially reasonable control.

Interpretation and Forum Selection

Agreements relating to Luminii Group products (including but not limited to these Terms and Conditions) are to be governed by the laws of the State of Illinois, excluding its choice of law rules. Any dispute relating to Luminii Group products shall be litigated exclusively in the County and Federal courts located in Cook County, Chicago, Illinois and in no other jurisdiction or venue. Luminii Group and Buyer each consent to personal jurisdiction in Illinois and waive any objection to process based upon personal jurisdiction.

No Additional or Different Terms

Luminii Group's obligation to provide products and otherwise perform is expressly conditioned on the Buyer's acceptance of Luminii Group' Terms and Conditions. Luminii expressly does not accept any additional or different terms proposed by the Buyer or any other party, and notification of objection to any different or additional terms in any response from the buyer is hereby given. If Luminii Group is deemed to accept the Buyer's offer, Luminii Group' acceptance is expressly conditioned on the Buyer's assent to any additional or different terms contained herein.

Customer Service Email boxes:

<u>All Orders to be sent to:</u>

Luminii | Optics Arts | Stenos |Senso*****| iLight| Glint | Basics | Alva	orders@luminii.com
Remote Controlled Lighting & Precision Lighting	RCLPLLsales@luminii.com
Filix Lighting	orders@filixlighting-usa.com

Submit a separate quote request and PO for Senso products.

<u>All quotations to be sent to:</u>

Luminii | Optics Arts | Stenos |Senso*****| iLight| Glint | Basics | Alva	sales@luminii.com
Remote Controlled Lighting & Precision Lighting	RCLPLLsales@luminii.com
Filix Lighting	insidesales@filixlighting-usa.com

Submit a separate quote request and PO for Senso products.