

LUMENPULSE STANDARD TERMS AND CONDITIONS OF SALE

January 9, 2012

Lumenpulse's Standard Terms and Conditions of Sale ("**Standard Terms**") terms shall govern all sales transactions, and neither Customer's purchase order nor any other writing from Customer shall be binding or have any force or effect on Lumenpulse. These Standard Terms are effective for all sales of Lumenpulse products from and after the date indicated above. Customers who do not accept these Standard Terms should not order or accept delivery of products from Lumenpulse. By ordering or taking delivery of Lumenpulse's products, Customer accepts these Standard Terms. These Standard Terms may be amended from time-to-time by Lumenpulse and shall govern any additional Customer orders made after such amended Standard Terms are made public. These Standard Terms, in conjunction with the applicable Lumenpulse invoice, include all the terms, warranties, and conditions pertaining to each transaction between Customer and Lumenpulse, and can in no way be altered, modified or changed except by a writing manually signed by a Lumenpulse officer (Vice President or higher).

ORDERS; PRICING

All orders must be accepted in writing by Lumenpulse. Once accepted by Lumenpulse, all orders are final and not subject to cancellation, except that Lumenpulse may put on hold or cancel (or cancel any order on hold) any previously accepted order pending resolution to Lumenpulse's satisfaction of any Customer credit issue; in the case of such a hold, prices are confirmed for ninety (90) days during such hold from the date the order was first accepted.

Prices do not include any taxes (including without limitation VAT, excise taxes, customs duties, or federal, state or local sales taxes) or other government charges (collectively, "**Taxes**"). All such Taxes are the responsibility of Customer, and Lumenpulse may include any such Taxes in the same invoice to Customer as the Lumenpulse products or in a separate invoice. Payment by Lumenpulse of any such Tax does not relieve the Customer of payment responsibility, and all such amounts paid on Customer's behalf shall be amounts owed from Customer to Lumenpulse on demand.

PAYMENT TERMS

Unless otherwise provided elsewhere in these Standard Terms or in a Lumenpulse invoice, terms are net 30 from date of invoice. Lumenpulse 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 legal fees incurred by Lumenpulse in the event that legal action is required to collect any amount owing under a past due account.

Payment terms are subject to review of Customer's credit. Lumenpulse shall have the right, from time to time, as a condition to order acceptance or product shipment of an accepted order, to require assurance of payment satisfactory to Lumenpulse. Such assurance may take the form of an irrevocable letter of credit. All amounts owed and payments to Lumenpulse shall be without set-off, deduction, or counterclaim.

Should Customer be required by law to withhold amounts otherwise due Lumenpulse, then Customer's payments to Lumenpulse shall be increased to such an amount as is equal to the amount owed Lumenpulse not including the withhold.

Customer hereby grants Lumenpulse a security interest in the Lumenpulse products sold to it until payment of the full purchase price, including, without limitation, any shipping costs and charges and Taxes is made to Lumenpulse. Customer agrees to execute any financing statements or other documents as Lumenpulse requests to perfect or protect or maintain Lumenpulse's security interests.

SHIPMENT/DELIVERY/STORAGE

All shipment and delivery dates on Lumenpulse orders are a best approximation of probable shipment and delivery dates and are not guaranteed. Lumenpulse shall not be liable for costs, expenses or damages incurred by any party due to shipment or delivery after any estimated date.

For shipments within North America, Lumenpulse shall pay shipping costs and charges (but not Taxes and not demurrage) for non-express orders in excess of C\$7,500 provided Lumenpulse determines routing and surface (non-air) method of transportation. In all other cases, shipments are freight prepaid and invoiced to Customer, either in the same invoice to Customer as accompanying the Lumenpulse products or in a separate invoice. Routing and mode of transportation will be determined by Lumenpulse unless otherwise requested by the Customer, in which case the Customer shall assume all shipping costs and charges. All shipments within North America are Incoterms-2010 F.C.A. factory, and all shipments outside of North America are Incoterms-2010 Ex-Works factory; in all cases, shipments may be tendered in several lots. Title passes when delivery is made to the possession of the carrier. The Customer must inspect the merchandise upon delivery and report any apparent error or defect to Lumenpulse within ten (10) days of said delivery; should the Customer fail to do so it shall be conclusively presumed that the products were delivered in accordance with the purchase order. Damage to or loss of any goods in transit must be noted on the carrier's delivery freight bill. Lumenpulse will provide the Customer with assistance in order for Customer to file a claim with the carrier; however, Customer may not withhold whole or partial payment pending carrier settlement.

To prevent damages or changes in the performance characteristics of Lumenpulse products, 40°C and +85°C (-40°F and 185°F).

COMPLIANCE WITH LAWS, INCLUDING EXPORT/IMPORT RESTRICTIONS

With respect to the purchase and, if applicable, resale, of Lumenpulse products, it is the responsibility of 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 Lumenpulse products are subject to applicable export and import laws, including without limitation those of Canada and the United States. Lumenpulse 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.

LIMITED WARRANTY

Lumenpulse warrants that, for five years from the date of shipment to Customer, each product will be free from any defects in materials and workmanship which cause the product to fail to operate in accordance with the products' performance specifications as they exist at the time of shipment. Each product's performance specifications are shipped with the product (if not shipped or lost, performance specifications can be found on Lumenpulse's website at www.lumenpulse.com/support).

This limited warranty is void if the product is (i) installed improperly or otherwise not in accordance with the installation instructions which are shipped with the product (if not shipped or lost, installation instructions can be found on Lumenpulse's website at www.lumenpulse.com/support) or any applicable standards or codes, such as, without limitation, those standards or codes of the National Electrical Code, the Standards for Safety of Underwriters Laboratory, Inc., the Conformité Européenne, or the Canadian Standards Association, (ii) altered or repaired other than as authorized in writing by Lumenpulse, (iii) misused or abused, whether intentionally or not, including without limitation if the product is used at any time in an environment or operating range, or subjected to electrical values, in excess of those specified in the product's performance specifications, (iv) damaged due to Acts of God, (v) used in violation of any applicable standard or code for use, such as, without limitation, those standards or codes of the Standards for Safety of Underwriters Laboratory, Inc., the Conformité Européenne, or the Canadian Standards Association, (vi) used other than as a stand-alone product (ie integrated into another lighting product) or (vii) damaged in transit or handling.

Lumenpulse's obligation under this limited warranty is limited to, at Lumenpulse'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 Lumenpulse. LUMENPULSE'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 allegedly defective product to Lumenpulse in accordance with the "Return" policy set forth below within the specified warranty time period.

This limited warranty extends only to the Customer placing the order with Lumenpulse. In the event Customer is authorized by Lumenpulse to resell products to end users (such purchasing end users are referred to herein as "**End Users**"), the limited warranty in these Standard Terms shall apply to all such sales as coming from Customer, and Customer shall handle all returns directly with such End User; provided, however, that Lumenpulse (not Customer) shall determine if (i) the Product breached the terms of its limited warranty and (ii) whether Lumenpulse's obligation under such limited warranty shall be either the repair or replacement of the product or reimbursement of the purchase price; if Lumenpulse so determines that the purchase price will be reimbursed, then the Customer shall reimburse to the End User the full purchase price paid to Customer by the End User.

THIRD PARTY WARRANTIES

WITH RESPECT TO NON-LUMENPULSE PRODUCTS SOLD BY LUMENPULSE, LUMENPULSE 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 Customer, Lumenpulse will make available to Customer the warranties such third party makes available to purchasers of its products.

EXCLUSION OF WARRANTIES

THE REMEDY SET FORTH ABOVE IN “LIMITED WARRANTY” SHALL CONSTITUTE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED DEFECT OF ANY PRODUCT. THE LIMITED WARRANTY SET FORTH IN “LIMITED WARRANTY” IS IN LIEU OF, AND LUMENPULSE EXPRESSLY DISCLAIMS AND 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 LUMENPULSE, ITS AGENTS OR EMPLOYEES SHALL CONSTITUTE OR CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY HEREUNDER.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL LUMENPULSE BE LIABLE TO CUSTOMER FOR ANY (I) SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES (EVEN IF LUMENPULSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY PRODUCT OR PROVISION OF THESE STANDARD TERMS (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR (II) AMOUNT WHICH EXCEEDS THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY IS A MATERIAL FACTOR IN THE DETERMINATION OF PRODUCT PURCHASE PRICE AND THAT ACCEPTANCE OF THIS LIMITATION OF LIABILITY BY IT IS A FAIR ALLOCATION OF RISK.

RETURNS

End Users (those purchasing product directly from Customers of Lumenpulse, and not from Lumenpulse) should direct all inquiries for returns to the Customer from whom the End User purchased product, and not Lumenpulse.

Customers wishing to return a Product must first contact Lumenpulse directly and obtain a Return Goods Authorization (“**RG**A”) number. Customers may contact Lumenpulse Monday through Friday 9:00 a.m. to 5:00 p.m. by speaking to their Inside Sales Representative at 514-937-3003 and stating the reason for the requested return.

If the reason for return is due to an alleged breach of the terms of the product's limited warranty, Lumenpulse shall send a RGA form to be completed and included with the returned product. If the reason for return is due to other than an alleged breach of the terms of the product's limited warranty, Lumenpulse may or may not issue a RGA, at Lumenpulse's sole discretion; in such a case, Lumenpulse will not consider a return (i) beyond 90 days from original invoice date, or (ii) for products that are not in resalable condition (including, for example and without limitation, because the products were used in a manner or otherwise subjected to conditions that would otherwise void the limited warranty). In any case, if a Product is returned to Lumenpulse without a valid RGA number, delivery shall be refused and Customer shall be liable for all return shipping costs and charges, including, as applicable, all Taxes.

If a RGA number is issued, it is valid for only thirty days. Products not returned to Lumenpulse within such timeframe shall not be eligible for any return, regardless of reason, and delivery shall be refused. If a RGA number is issued, Customer shall be responsible for all shipment costs and charges to Lumenpulse, including, as applicable, all Taxes. When returning a product to Lumenpulse, do not write on product box (including, without limitation, writing the RGA number or product description); doing so will result in a charge to cover any required replacements.

Whatever the reason a RGA number is issued, Customer shall bear sole risk for any product loss or damage while in transit.

Under no circumstance with Lumenpulse accept delivery of a product without a valid RGA number.

RETURNS DUE TO ALLEGED PRODUCT DEFECT

If, upon inspection, Lumenpulse determines that a product has breached the terms of its limited warranty, Lumenpulse shall reimburse Customer for Customer's shipment costs and charges and all Taxes in returning the Product to Lumenpulse, but only up to the amount of standard UPS non-expedited surface charges from Customer's destination to Montreal. If Lumenpulse determines that it shall repair or replace a product that has breached the terms of its limited warranty, shipping terms and procedures for such repaired or replaced product shall be as above stated in "Shipment/Delivery", except that Lumenpulse, so long as it determines routing and mode of transportation, shall be responsible for all shipping costs and charges and all Taxes.

If, upon inspection, Lumenpulse determines that a product has not breached the terms of its limited warranty, Lumenpulse shall return the product to Customer at Customer's expense, and otherwise according to the terms and procedures as above stated in "Shipment/Delivery", provided that Customer prepays the shipping costs and charges and Taxes and pays Lumenpulse an additional testing charge of 15% of the product price; if Customer does not pay such costs and charges and Taxes within 90 days of invoice, Lumenpulse shall be under no obligation to return the products to Customer, which shall become the property of Lumenpulse. If the product is delivered to Lumenpulse with missing or damaged parts or components, additional charges will result to cover any required replacements.

RETURNS NOT DUE TO ALLEGED PRODUCT DEFECT

If, upon inspection, Lumenpulse determines in its sole discretion that a returned product is in resalable condition (for purposes of clarity and without limitation, a product will not be in resalable condition if used in a manner or otherwise subjected to conditions that would otherwise void the limited warranty) then Lumenpulse shall replace the product for a comparable product at Customer's expense, and otherwise according to the terms and procedures as above stated in "Shipment/Delivery", provided that Customer prepays the shipping costs and charges and Taxes and pays Lumenpulse a restocking fee of 50% of the product price; if Customer does not pay such costs and charges and Taxes and fees within 90 days of invoice, Lumenpulse shall be under no obligation to return the products to Customer, which shall become the property of Lumenpulse. If the product is delivered to Lumenpulse with missing or damaged parts or components, additional charges will result to cover any required replacements.

RESALES

If Customer is authorized by LUMENPULSE to resell Products to End Users, the terms of sale shall be these Standard Terms, and, unless otherwise provided for in these Standard Terms, all references to LUMENPULSE shall instead be references to Customer and all references to Customer shall instead be references to such End User. Even if authorized by Lumenpulse to resell products to End Users, Customer may not (i) resell any product via the internet, (ii) resell products for integration into a third party's lighting products, or (iii) remove or modify any Lumenpulse patent notices or trademarks from a product, its packaging, or its supporting materials.

INDEMNIFICATION

Customer will at all times defend, indemnify and hold harmless Lumenpulse and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, 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 Lumenpulse'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 Lumenpulse.

APPLICABLE LAW

These Standard Terms shall govern all sales by Lumenpulse; the law applicable to sales under these Standard Terms shall be the laws in force in the Province of Quebec, and any proceedings concerning the Standard Terms and/or to the relations between the parties shall be brought before the courts of competent jurisdiction in the judicial district of Montreal. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded and shall not apply. These Standard

La présente

entente a été rédigée en anglais selon la volonté expresse des parties.

MISCELLANEOUS