

## BEACON'S TERMS & CONDITIONS

- 1. THE BEACON LIGHT & SUPPLY COMPANY (“Beacon”)** provides lighting and electrical supply goods, merchandise or products (“**Supplies**”) and engineering start-up services and on-site storage services (“**Services**”). Beacon will only ship or deliver Supplies or provide Services subject to these Terms and Conditions (also available at <http://beaconlightsupply.com/termsandconditions>). These Terms and Conditions may be updated and modified from time to time by Beacon as posted on this Site or in Beacon’s Purchase Order Confirmation (“**POC**”) or Beacon’s Credit Application. By accepting Supplies or Services, you agree to these Terms and Conditions.
- 2. PRICE QUOTES.** Price quotations from Beacon are valid for 30 days. Price quotations shall not contain Connecticut State Sales Tax, unless expressly indicated otherwise in writing, and the tax shall be added where applicable. Any quotations including sales tax are subject to adjustment in the event that the tax rate shall be changed. Freight charges will not be included in price quotations, unless expressly indicated otherwise in writing, and shall be added when applicable.
- 3. BUYER’S OFFER.** Any of the following constitute an offer to Beacon for Supplies or Services: (i) a Purchase Order (ii) any other form document issued to Beacon for purposes of purchasing, ordering, or shipment of Beacon’s Supplies (iii) any other written documents or communications that reasonably lead Beacon to believe that an offer has been made for Supplies or Services (collectively “**Offer**”). Any Offer submitted by an individual or business entity to Beacon (“**Buyer**”) is fully subject to these Terms and Conditions.
- 4. PURCHASE ORDER CONFIRMATION (“POC”).** Any Offers in excess of \$10,000.00 must have a POC signed by Wayne Purville or Robert Halligan. Additionally, Beacon’s acceptance of any Offer is expressly limited to, and expressly made conditional on, Buyer’s acceptance of Beacon’s Terms and Conditions available at <http://beaconlightsupply.com/termsandconditions>. A Buyer may accept Beacon Terms and Conditions by (i) acceptance of Beacon’s POC; or (ii) acceptance of Beacon’s Services or delivery of Supplies.
- 5. DIFFERING TERMS.** Beacon expressly rejects any additional or different terms proposed to Beacon or in any Offer. No form or Offer sent to Beacon shall modify these Terms and Conditions, nor shall any course of performance, continuing communications, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions or as acceptance of any general terms and conditions by Buyer. Continuing course of communications, lapse of time, course of dealings, due diligence or investigation by Beacon shall not constitute any acceptance by Beacon of an Offer.
- 6. SALES COMMUNICATIONS.** There are no understandings or agreements between Buyer and Beacon different from these Terms and Conditions. No Agent or Salesman of Beacon has any authority to obligate Beacon to any terms, pricing, specifications, guarantees, warranties, stipulations or conditions not herein expressed. Beacon’s quotes or communications from its sales department concerning prices or terms are not authorized offers from Beacon but are for informational purposes only and to allow Buyer to issue Beacon an Offer. Beacon reserves the right to change prices after 30 days or at any future date prior to acceptance by Buyer.
- 7. DISCLAIMER OF WARRANTIES.** BEACON IS NOT A MANUFACTURER OF SUPPLIES. ACCORDINGLY, BEACON OFFERS NO GUARANTEES OR WARRANTIES OF ANY KIND WHATSOEVER, SUCH AS WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED, ON SERVICES OR PRODUCTS OR SUPPLIES SOLD OR DISTRIBUTED BY BEACON. THE ONLY WARRANTIES ON THE PRODUCTS OR SUPPLIES SOLD OR DISTRIBUTED BY BEACON ARE THE WARRANTIES MADE BY THE MANUFACTURER.

8. **LIMITATION OF LIABILITY.** IN NO EVENT WILL BEACON AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, RESELLERS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR THE FOLLOWING DAMAGES: LOST PROFITS, DELAY DAMAGES, THE COSTS OF COVER, INDIRECT DAMAGES, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES. THIS LIMITATION AND EXCLUSION APPLIES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THE SALE OR DISTRIBUTION OF ANY SUPPLIES OR PROVISION OF ANY SERVICES. IN ANY CASE, REGARDLESS OF THE THEORY OF LIABILITY ALLEGED OR THE ALLEGED DAMAGES, THE TOTAL AGGREGATE LIABILITY RELATED TO ANY SUPPLIES OR SERVICES, INCLUDING ATTORNEY'S FEES, SHALL NOT EXCEED FIFTY PERCENT OF THE AMOUNTS PAID BY BUYER TO BEACON FOR THE SUPPLIES OR SERVICES.
9. **DESIGN DISCLAIMER AND CHANGE OF SUPPLIES.** Beacon does not fill orders based on plans, specifications, or drawings for buildings or projects. Beacon is not responsible for improper engineering, construction, design, or drawing on projects. Beacon fills Offers in accordance with a Lighting Schedule or other Bill of Material specifically for Supplies. Beacon does not warrant that the Supplies will meet plans or specifications or drawings or any other description not specific to an agreed upon Lighting Schedule or Bill of Material specifically for Beacon's Supplies. Buyer agrees that Beacon shall be entitled to increase the price of any Supplies or POC due to any change or substitution request by Buyer, Buyer's end user, or Buyer's contractors related to any (i) variance with the Offer or POC; (ii) change in the specification of the Supplies, or (iii) change in manufacturer, or change in the products (collectively "Change in Supplies"). THE RISK OF PRICE INCREASE DUE TO A CHANGE IN SUPPLIES SHALL BE SOLELY ON BUYER AND/OR THE LIGHTING REPRESENTATIVE AND BUYER AGREES THAT SUCH INCREASES SHALL BE PAID AS INVOICED AND SET FORTH IN SECTION 11.
10. **DELIVERY.** Beacon will deliver all Supplies pursuant to the descriptions stated in the Purchase Order Confirmation, Lighting Schedule, and/or Bill of Material for Supplies. Beacon shall deliver products to Buyer F.O.B. shipping point. Any damage in transit is the responsibility of the carrier and it is the Buyer's responsibility to file a damage claim with the carrier. Buyer agrees that under no circumstances shall it withhold payments from Beacon because of damage in transit. Beacon may deliver in advance of the delivery schedule. However, Beacon does not guarantee delivery dates and all delivery dates given are estimated. Where Supplies are to be delivered in installments, each delivery shall constitute a separate agreement and failure by Beacon to deliver any one or more further installments or any rejection or revocation by Buyer shall not entitle the Buyer to reject earlier installments. If Supplies are non-conforming in any way, for any delivery, Buyer shall notify Beacon within ten (10) days after delivery or it will constitute an acceptance. All deliveries of Supplies that are not revoked or returned as stated herein are deemed accepted. All sales shall be final unless Beacon agrees to a Change in Supplies and no merchandise may be returned unless consented to by Beacon in writing.

To allow Beacon the option of notifying the manufacturer of any defective Supplies and repairing or replacing any defective Supplies, Buyer agrees not to repair or replace any Supplies purchased from Beacon or back charge Beacon or take a credit against any amount owed Beacon for same without written authorization from Beacon. Beacon agrees to act within a reasonable time. None of the provisions of this Paragraph shall in any way modify or invalidate, either in part or in whole, any of the provisions of Paragraph 4.

11. **PAYMENT.** All invoices, or revised invoices following a Change in Supplies, shall be Net 30 days from the earlier of (1) the date of Beacon's POC; (2) the date of invoice; (3) the shipment or delivery of Supplies. Failure of Buyer to make timely payment shall constitute a default on payment. Upon default, and at Beacon's option, Buyer shall pay interest on all late payments at the greater of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse and pay Beacon for all costs incurred in collections, including, without limitation, attorneys' fees and court costs, which shall include all attorney's fees in defense of any counterclaims by Buyer. In addition to all other remedies

available under these Terms and Conditions or at law (which Beacon does not waive by the exercise of any rights hereunder), Beacon shall be entitled to suspend the delivery of any Supplies if Buyer defaults on payment.

12. **RESERVATION OF RIGHTS.** Beacon reserves all rights to obtain liens, mechanic or otherwise, for failure to pay the purchase price. Additionally, after thirty (30) days of nonpayment, as collateral security for the full payment of the purchase price of the Supplies or Services, Buyer hereby grants to Beacon a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Supplies, wherever located including on-site storage, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. This security interest constitutes a purchase money security interest under the Connecticut Uniform Commercial Code.
13. **JURISDICTION AND TIME LIMITS.** These Terms and Conditions shall be governed and interpreted in accordance with the laws of Connecticut, and any and all claims arising out of Services or Supplies is subject to the exclusive jurisdiction with the consent of Buyer in the state or federal courts in the State of Connecticut. Any litigation or other dispute resolution arising out of or related to Beacon's Supplies or Services must be commenced within one (1) year after the date of the event giving rise to the claim. Otherwise, such causes of actions are permanently barred.