

GENERAL TERMS AND CONDITIONS
FOR THE SALE OR LEASE OF EQUIPMENT / FOR THE SALE OF SERVICES

1. **APPLICABILITY:**
 - a. **TERMS:** These terms and conditions for the sale or lease of equipment / for the sale of services (these "Terms") are the only terms which govern the sale or lease of the equipment ("Equipment") and/or the sale of services ("Services") by Intelligent Lighting Solutions, Inc. ("ILC") to the buyer ("Buyer") as more fully set forth in the Sales Confirmation (defined below) to which these Terms are attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Equipment and/or Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
 - b. **SALES CONFIRMATION:** The accompanying quotation/confirmation of sale/invoice/purchase order/lease agreement (collectively the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase or lease regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
 - c. **ILC ABILITY TO CHANGE TERMS:** Notwithstanding anything to the contrary contained in this Agreement, ILC may, from time to time change the Terms without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.
2. **ACCEPTANCE:** Buyer's acceptance of a Sales Confirmation constitutes Buyer's acceptance of these Terms. Buyer acknowledges and agrees to be bound by, and comply with, all
 - a. terms and conditions contained herein; and
 - b. all specific terms set forth in the Sales Confirmation agreed to by ILC; and
 - c. all of the foregoing as the same may be amended by ILC from time to time.Buyer shall have accepted each and every one of these terms and conditions when it does any of the following:
 - a. executes and delivers any Sales Confirmation;
 - b. when it delivers to ILC any payment pursuant to a Sales Confirmation; or
 - c. accepts any of the equipment or services ordered pursuant to a Sales Confirmation, whichever shall first occur.Any terms set forth by Buyer shall be deemed material and are specifically rejected in whole, unless accepted in a writing specifically accepting each such term and signed by ILC.
3. **LEASE SPECIFIC TERMS (If Applicable):**
 - a. **TITLE/UCC:** ILC has title to the Equipment at all times. Buyer acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest solely as Buyer subject to all the terms and conditions of the Agreement. Buyer authorizes ILC to file precautionary Uniform Commercial Code ("UCC") financing statements and other similar filings and recordings with respect thereto. Buyer agrees not to file any corrective or termination statements or partial releases with respect to any UCCs or other similar filings or recordings filed by ILC in connection with any item of Equipment except if
 - i. ILC fails to file a corrective or termination statement or release on request from Buyer after the expiration or earlier termination of, or release from, any such item or items of Equipment pursuant to any applicable provision of the Agreement or
 - ii. if not permitted by clause (i), with ILC's consent.
 - b. **TERM:** The term of the lease shall be for the time specified in the Sales Confirmation. In the event all Equipment is not returned as set forth in the Agreement, Buyer agrees to pay daily rental charges on any and all Equipment not returned in full to ILC's place of business, until such equipment is returned to ILC or Buyer pays ILC for the purchase of the Equipment.
 - c. **LOCATION OF EQUIPMENT:** The Equipment shall be located at the Buyer's place of business or otherwise as indicated in the Sales Confirmation and shall not be removed from that location without ILC's prior written consent.
 - d. **OPERATION:** Buyer shall operate each item of Equipment exclusively in connection with its business.
 - e. **CARE OF EQUIPMENT:** The Buyer will keep the Equipment free from any adverse lien, security interest or encumbrance and in good order and repair, will not waste or destroy the Equipment or any part thereof and will not use the Equipment in violation of any applicable statute, ordinance or policy of insurance thereon. The Buyer agrees to protect, keep and maintain the equipment herein rented and agrees to return the same to ILC's premises upon the termination of the rental period in the same condition and good order as when received, ordinary wear and tear excepted. In no event shall injury or destruction of the Equipment release the Buyer from his obligations hereunder. Buyer understands that in the event the Equipment is destroyed or damaged by any means, or is lost, stolen or missing, the Buyer shall be liable to the ILC for the replacement value or cost thereof as determined in ILC's discretion.
 - f. **INSPECTION OF EQUIPMENT:** ILC may examine and inspect the Equipment at any reasonable time or times and shall have the right to enter on the premises where the Equipment may be located for the purpose of inspecting it or observing its use for any reason. At no time shall such inspection or observation by ILC relieve the Buyer from any duties under this Agreement, including, but not limited to the duty to indemnify the ILC for personal injuries or death of any person in connection with the use, operation or transportation of the Equipment.
 - g. **IDENTIFICATION OF EQUIPMENT:** The Buyer agrees not to deface, obliterate, remove or cover labels or tags indicating ownership or equipment provided by ILC. Charges for re-labeling and restoring Equipment shall be at one-and-one-half times the ILC's standard labor rates.

13. **WARRANTIES:** No warranty, either express or implied, shall apply to any Equipment and all such warranties are hereby specifically excluded, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or any other type of warranty implied by law. Buyer specifically assumes all risk of loss, injury, destruction and any and all liability arising from the use of the Equipment. It shall be Buyer's responsibility to examine the equipment before use to determine the condition and suitability thereof for the intended use.
14. **SEVERABILITY:** If any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from this Agreement, but such invalidity shall not affect the other provisions that can be given effect in the absence of the invalid provisions.
15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. This Agreement shall not be amended except by written agreement signed by both parties.
16. **HEADINGS:** The headings or titles to sections or paragraphs of this Agreement are solely for the convenience of the parties and shall have no affect whatsoever on the interpretation of the provisions of this agreement.