



STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms & Conditions of Sale ("Terms") apply to all purchases from, and sales by, Healthe, Inc, referred to herein as "HEALTHÉ" Ordering products ("Products") from HEALTHÉ constitutes acceptance of these Terms. The legal entity ordering such Products shall be referred to herein as "Buyer." These Terms may only be superseded with express written permission from HEALTHÉ.

PRICING. All prices and other terms for the Products are those in effect at the time of the quote or purchase order for such Products, are subject to change by HEALTHÉ without notice, and are subject to correction for typographical and clerical errors. Such prices do not include any domestic or foreign sales, use, excise, or similar taxes, and Buyer shall be charged for same, unless Buyer has provided HEALTHÉ with an appropriate tax exemption certificate. Applicable taxes shall be separately stated on HEALTHÉ's invoice.

PAYMENT TERMS. Unless otherwise agreed by the parties, payment terms are fifty percent (50%) upon placement of order and the remaining fifty percent (50%) net 30 days from shipment. Buyer shall make all payments hereunder in U.S. dollars. Amounts not paid when due shall be subject to interest at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law. All past due amounts shall be payable on demand. If any amount due HEALTHÉ is collected by or through an attorney or collections agency, HEALTHÉ shall be entitled to recover all costs of collection, including, without limitation, attorney's fees. Buyer hereby grants to HEALTHÉ a purchase money security interest in the Products until all payments have been made. Buyer shall sign any financing statements or other documents necessary to perfect HEALTHÉ's security interest in the Products.

SHIPMENTS. For shipments to destinations in the continental United States on light fixture orders over US\$5,000.00, HEALTHÉ shall pay standard shipping freight cost. All other orders shall be shipped at Buyer's expense and, unless otherwise specified and agreed upon in writing, HEALTHÉ shall select a carrier and ship freight prepaid, and the cost of freight shall be added to HEALTHÉ's invoice. If Buyer, for any reason, requests a delivery that does not conform to HEALTHÉ's standard shipping procedures, HEALTHÉ shall have the option to accept or reject such requested delivery method in HEALTHÉ's sole discretion, and Buyer shall be responsible for all costs related thereto.

Products shall be shipped F.O.B. Origin (Incoterms 2010) from HEALTHÉ's manufacturing facility or distribution center, and risk of loss of the Products shall pass to Buyer upon delivery to the designated carrier. Until Buyer fully discharges all payment obligations for the Products under these Terms, HEALTHÉ shall retain title to them. HEALTHÉ's responsibility for exception-free delivery ceases when the transportation company receives shipment of the Products in good condition. Buyer shall report claims for loss or damage directly to the carrier, and HEALTHÉ's willingness to assist Buyer with such claims shall not indicate liability on the part of the HEALTHÉ for the claim or replacement of the Products. HEALTHÉ will use reasonable efforts to meet shipment or delivery dates specified by Buyer, but such dates are estimates only and are not a firm commitment. HEALTHÉ will not be liable for any delay in shipping, performance or non-delivery beyond HEALTHÉ's reasonable control, including, without limitation: any act or omission of Buyer; flood, hurricane, or other act of God; embargo or other governmental act, regulation, order or request; strike, slowdown, or labor dispute; or any inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the delivery date shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance. If shipping is delayed or interrupted for any cause for which Buyer is directly or indirectly responsible and additional costs (including storage costs) are incurred by HEALTHÉ due to such delays, Buyer shall promptly reimburse HEALTHÉ for such additional costs.

HEALTHÉ may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the Products shipped whether such shipment is in whole or partial fulfillment of the quantity purchased by Buyer. If HEALTHÉ delivers to Buyer a quantity of Products that is materially similar to the quantity set forth on the applicable quote or purchase order, Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products the price set forth in the applicable invoice, adjusted pro rata.

WARRANTY. HEALTHÉ's limited warranty for each of the Products is available at <https://healthelighting.com/pages/warranties> the terms of which are hereby incorporated by reference. HEALTHÉ reserves the right to modify its limited warranty at any time in its sole discretion. THE OBLIGATIONS CREATED BY HEALTHÉ'S LIMITED WARRANTY TO REPAIR, REPLACE OR PROVIDE A CREDIT FOR A DEFECTIVE PRODUCT SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER RELATED TO A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, HEALTHÉ DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL HEALTHÉ BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES RESULTING FROM LOSS OF USE, DIMINUTION IN VALUE, LOST REVENUES OR PROFITS, BUSINESS OR GOODWILL ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH, THE PRODUCTS OR ANY BREACH OF THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER HEALTHÉ WAS ADVISED OR AWARE

OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL HEALTHE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OF ANY PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. ANY ACTION FOR BREACH OF CONTRACT OR TORT MUST BE COMMENCED WITHIN THREE YEARS AFTER THE CAUSE OF ACTION AROSE.

INDEMNIFICATION. Buyer shall indemnify, defend and hold harmless HEALTHE and its officers, directors, employees, agents, affiliates, successors and permitted assigns (each, an "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and the cost of pursuing any insurance providers, incurred by any Indemnified Party, arising out of or resulting from any claim arising out of or occurring in connection with (i) the Products purchased from HEALTHE or (ii) Buyer's negligence, willful misconduct or breach of these Terms. Buyer shall not enter into any settlement without HEALTHE's or the applicable Indemnified Party's prior written consent.

CANCELLATIONS. Orders may not be cancelled or modified, either in whole or in part, without HEALTHE's express written authorization. Cancellation of any Product order after shipment will be subject to the return provisions of these Terms.

RETURNED PRODUCTS. Products may not be returned without HEALTHE's prior written authorization. Requests to return Products must be made within sixty (60) days of the date of shipment. HEALTHE will not grant return authorization where the Products are non-standard, made-to-order, customized, manufactured to Buyer's specific design or specifications, or discontinued. Items returned without advance authorization from HEALTHE will, at the sole option of HEALTHE, be returned to Buyer freight collect or scrapped immediately with no issuance of credit. Return freight must be prepaid unless otherwise instructed by HEALTHE in writing. Unauthorized Products included in an otherwise authorized return will not be credited. If HEALTHE authorizes a return, Buyer must include with the return shipment a Return Materials Authorization ("RMA") form supplied by HEALTHE. All returned Products must be packaged in the original carton. Products will be inspected upon return and any service or repair needed to place them in first class, saleable condition (including for any damage sustained to the returned Products in transit) will be charged and added to the restocking fee described herein. Credit will be issued for only the actual quantity received and will be based on original invoice price, or the price in effect at the time of the return shipment, whichever is lower. Stock Product order returns shall be subject to a restocking fee equal to thirty-five percent (35%) of the original purchase price for such Product (inclusive of outbound freight). Returned Products must be received by HEALTHE within thirty (30) days of issuance of the RMA or the RMA shall be null and void.

INTELLECTUAL PROPERTY RIGHTS. The sale of Products or provision of services hereunder does not convey any express or implied license under any patent, copyright, trademark or other proprietary rights owned or controlled by HEALTHE (beyond the right to use the Product in the manner intended by HEALTHE). Buyer agrees not to infringe, directly or indirectly, any patents of HEALTHE or its affiliates through any combination or system incorporating a Product sold hereunder. In the event a Product is made or modified in accordance with Buyer's drawings, samples, manufacturing specifications, or the like, Buyer agrees to indemnify, defend, and hold HEALTHE harmless from any and all damages, costs and expenses (including attorney's fees) related to any claim of patent infringement arising from such manufacture or modification. Buyer agrees, at HEALTHE's sole discretion, to undertake the defense of such suit at its own expense.

ASSIGNMENT. These Terms are binding upon, and shall inure to the benefit of Buyer, HEALTHE and their successors and permitted assigns. Buyer may not assign all or any portion of its rights or obligations hereunder without the prior written consent of HEALTHE. HEALTHE may assign, delegate or subcontract a purchase order or any of its obligations under these Terms, in whole or in part, without Buyer's consent.

GENERAL. The entire agreement of HEALTHE and Buyer is expressed exclusively in the terms, covenants and conditions set forth in these Terms, a HEALTHE quote or purchase order, any distribution agreement between the parties, and HEALTHE's written acceptance or acknowledgement of Buyer's purchase order. These Terms supersede all other written or oral agreements between the parties. HEALTHE and Buyer may modify these Terms, or the associated quote or purchase order acknowledgement, only by an express written agreement signed by both parties. HEALTHE's waiver of any breach of any provision contained in these Terms will not waive any other breach by Buyer. HEALTHE's delay or failure to enforce its rights under these Terms shall not be deemed a waiver of such rights. The relationship between the parties is that of independent contractors. Neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from a quote, purchase order, invoice or these Terms. Any part of these Terms held to be invalid or unenforceable by a tribunal of competent jurisdiction shall be deemed ineffective to the extent thereof without affecting the validity or enforceability of any other part of these Terms. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms. These Terms, and all matters arising out of or relating to these Terms, shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to the conflicts-of-law provisions thereof. The parties irrevocably consent to the nonexclusive jurisdiction and venue of the state and federal courts located in the State of Delaware.