

Standard Terms & Conditions

Just Normlicht, Inc.
2000 Cabot Blvd. West, Suite 120
Langhorne, PA 19047-2408, USA

1. Purpose.

- 1.1. These standard terms and conditions ("STC"), together with a confirmed order ("Order Confirmation") from Just Normlicht, Inc. ("Seller"), form a binding contract ("Agreement") between Seller and the customer ("Buyer"). These STC apply to direct and on-line sales. These STC are valid from Jan. 1, 2020 and supersede prior STC.

2. Definitions.

- 2.1. "STC" means the contents of this document defining purchasing Standard Terms & Conditions for Products sold by Seller to Buyer.
- 2.2. "Seller" means Just Normlicht, Inc. with principle offices allocated at 2000 Cabot Blvd. West, Suite 120, Langhorne, PA 19047, USA.
- 2.3. "Buyer" means the company or person purchasing products.
- 2.4. "Products" means any and all hardware, firmware, software and services provided by Seller to Buyer.
- 2.5. "Party" means the Seller or Buyer, depending on context.
- 2.6. "Parties" means both the Buyer and the Seller.
- 2.7. "Offer" or "Quotation" mean a document supplied by the Seller to the Buyer containing at least the item names and item numbers, quantity and price, delivery terms, delivery location, and any payment terms related to what the Seller is offering to the Buyer.
- 2.8. "Purchase Order" means a document supplied by the Buyer to the Seller that specifies the Products to be purchased.
- 2.9. "Order Confirmation" means the document provided by the Seller to the Buyer specifying, at least, the items to be purchased, price, quantity, delivery terms and address, shipping method, and payment terms.
- 2.10. "Invoice" means the document provided by the Seller specifying payment to be made by Buyer.
- 2.11. "Agreement" and "Order" mean the legally binding contract between Buyer and Seller, established when the Seller issues an "Order Confirmation", incorporating the STC by reference, in response to the Buyer's Purchase Order.
- 2.12. "Separate Agreement" means a written Agreement between the Parties that is not part of the Agreement defined herein. Separate Agreements are null and void unless signed and countersigned by an authorized officer of both Parties.
- 2.13. "Term of Delivery" means the conditions and methods associated with shipping and delivering an Order, following the Incoterms 2020, a series of pre-defined commercial terms published by the International Chamber of Commerce (ICC) relating to international commercial law.
- 2.14. "Specifications" means written definitions of the Product capabilities or operational parameters included in the Agreement.
- 2.15. "Defect" means a Product that does not meet the written specifications for the Product during the warranty period.
- 2.16. "Warranty Period" means the twelve (12) month period beginning when the Product is delivered to Buyer.

3. Introduction.

- 3.1. No terms other than those of the Agreement apply to Seller's provision of Products except if the parties have executed a Separate Agreement, in which case the Separate Agreement will govern. If there is a conflict between the Separate Agreement and STC, the STC will prevail.
- 3.2. The Seller objects to and shall not be bound by any different or additional terms and conditions of sale applied by the Buyer, including any attached or related to a Purchase Order. Acceptance of a Buyer Purchase Order does not constitute acceptance of Buyer terms and conditions. Such Buyer terms or conditions are considered material alterations to the Agreement and are null and void.
- 3.3. Other than the Agreement, any information provided by the Seller, in any form and on any media, in particular announcements, advertisements and price lists, are not binding for the Seller and will not be deemed part of any Agreement.
- 3.4. Any illustrations, drawings, descriptions, and data about the weight and dimensions of the Products disclosed by the Seller shall be treated as information only and illustrative of the correct assembly of the Products. The Seller reserves the right to disclose to the Buyer illustrations, drawings, and descriptions, including any provided as part of an Order Confirmation. The Buyer shall not be

authorized to use them for any other purpose than assembly of the Products and will not be authorized to make them available to third parties without prior written authorization by the Seller.

4. Ordering Products.

- 4.1. The Buyer shall submit Purchase Orders in writing, by fax or electronic mail to the Seller. Purchase Orders will be placed in response to the Seller's Offer made to the Buyer and will contain a copy of the specific Offer made by Seller. Unless the parties mutually agree otherwise in writing, Purchase Orders will contain:
 - 4.1.1. Buyer's complete legal name and address.
 - 4.1.2. Complete name and contact information for person placing the Purchase Order, as well as a statement they are authorized to place Purchase Orders legally binding the Buyer.
 - 4.1.3. Complete name and contact information where Seller should submit Invoices to Buyer.
 - 4.1.4. Product item numbers, product descriptions, prices, quantities. Any illustrations, photographs, drawings, or other attachments to the Purchase Order that were not part of the Seller's Offer will not be binding.
 - 4.1.5. Payment terms, terms of delivery, and delivery location for Products and Services.
 - 4.1.6. Buyer's shipping account information will be listed when shipping is billed to Buyer's carrier. A twenty-dollar (\$20) service charge will be added to fluorescent tube orders and other small shipments when billed to Buyer's carrier account.
 - 4.1.7. Placement of a Purchase Order means the Seller's Offer has been accepted without any reservations and constitutes acceptance of these STCs as part of the Agreement. Unless mutually agreed to between both Parties and confirmed and stated in writing via the Seller's Order Confirmation, the Seller does not agree to nor accept any Buyer terms or conditions.
 - 4.1.8. The Seller may make submission or acceptance of a Purchase Order conditional, in particular upon settlement of any outstanding payments, including required prepayments, deposits, or overdue payments, including interest.
 - 4.1.9. An Agreement may not be changed or terminated orally and no change, termination or waiver of any of provisions or obligations will be valid unless made in writing and signed by authorized representatives of both Parties.

5. Order Confirmation.

- 5.1. Purchase Orders from Buyer will only be deemed accepted when duly confirmed in writing by the Seller with an Order Confirmation.
- 5.2. The Order Confirmation, together with the STCs, form the contractual Agreement between Buyer and Seller for that order. No oral agreement, representation or warranty shall bind Seller. Any errors in printing, typing, calculation, or similar errors evident to the Buyer do not create liability on the part of Seller.
- 5.3. No modifications will be made to the Order Confirmation unless the Seller provides Buyer with document specifying such changes in a new or revised Order Confirmation.

6. Order Cancellation.

After an Order Confirmation is issued by Seller, Buyer shall not cancel the Agreement without the prior written consent of Seller. In the event that Seller consents to cancellation prior to shipment, Buyer shall be obligated to pay cancellation charges according to the state of the Product design and manufacturing, but in no event less than fifteen percent (15%) of purchase price. Cancellations after shipment are subject to the Return Policy, stated in Section 17.

7. Pricing and Terms of Payments.

- 7.1. All prices are quoted and payable in United States dollars (USD), unless otherwise quoted. Shipping costs are only included if so specified in the Order Confirmation provided by Seller.
- 7.2. Payment terms are 30 days net upon approved credit, or other terms previously negotiated and agreed to in the Order Confirmation.

7.3. Payments will include at least Invoice number, Purchase Order number, and customer account number and will be addressed to:

JUST Normlicht, Inc.
2000 Cabot Blvd. West, Suite 120
Langhorne, PA 19047-2408
Attention: Accounts Receivable

7.4. Payment by Wire Transfer, ACH, or Credit Card will be accepted with prior written approval. There is a three percent (3%) processing fee for credit card payments. Additional charges may apply for Wire Transfer or ACH payments. Seller reserves the right, in case of Buyer's default or late payment, to charge interest of two percent (2%) over the prime rate charge by the Chase Manhattan Bank of New York to its best customers, on all outstanding balances, compounded monthly. Time of payment is of the essence under the Agreement.

7.5. Upon default on any of the terms of the Agreement or failure to comply with any of the conditions hereof, or upon seizure of the property under execution or other legal process, or if Buyer becomes bankrupt or insolvent, or any petition for reorganization or for a state court receivership is filed against Buyer, or if the Buyer makes any assignment for the benefit of his creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the Buyer should deem itself insecure, the full amount of the purchase price then remaining unpaid will at once become due and payable at the option of the Seller.

8. Product Shipment and Delivery.

8.1. Unless otherwise stated on the Order Confirmation, shipping terms are FOB, Langhorne, PA from the Seller's warehouse.

8.2. Unless otherwise agreed in writing, delivery of the goods to any carrier shall constitute delivery to Buyer, and thereafter the risk of loss or damage to the goods shall be upon Buyer. If Buyer does not give delivery instructions to Seller at least four (4) weeks prior to shipment, Seller may deliver the goods to a carrier of its own choosing, at Buyer's cost and risk, or at Seller's option, may store the goods on the pier or in any warehouse at Buyer's cost and risk. The purchase price and all storage fees in such event will become due and payable within ten (10) days of such storage.

8.3. The Buyer shall collect the Products from the place of collection at Buyer's own cost and risk. Refusal of delivery or lack of collecting Products does not change Buyer's obligation to pay for Products.

8.4. Each shipment by Seller will be treated as a separate and distinct unit, but only with respect to forwarding, terms of payment and the making of claims by Buyer, provided however, that if Buyer defaults in the payment of any obligation to Seller or any installments thereof, under any agreement between Buyer and Seller, or if Buyer refuses to accept any goods under any other contact between Buyer and Seller, the Seller may on thirty (30) days written notice to Buyer, without prejudice to Seller's other lawful remedies, either defer further performance until the defaulted payments are made in full, or make future deliveries for cash in advance only, or treat the entire Agreement or Agreements with Buyer as breached by Buyer and pursue its remedies for breach.

9. Buyer's Refusal of Delivery.

If Buyer refuses to accept delivery of any goods, then Seller, without prejudice to Seller's other lawful remedies, may store the goods in a warehouse for Buyer's account and at Buyer's cost, risk, and expense, or sell such goods (without notice) to any purchaser and hold Buyer liable for any difference in price between the Agreement price and the price at which such goods are resold less the cost and expense of such release including brokerage commission, subject, however, to applicable Federal and State laws.

10. Security Interest and Title.

In states and localities which are governed by the Uniform Commercial Code, this Agreement will serve as the security agreement, reserving in Seller a security interest until full payment of purchase price. The provisions of the Uniform Commercial Code regarding security interest will have preference and apply if inconsistent with other terms of the conditions of sale herein. In states and localities where the Uniform Commercial Code does not apply, title to the merchandise shall remain with the Seller or its assigns until full payment of the purchase price. Buyer agrees to execute forthwith any and all documents in such form as Seller may require for filing or recording the security interest under the Uniform Commercial Code with the proper registers or office, or for filing or recording the conditional Agreement.

11. Insurance.

Buyer shall keep the merchandise insured against damage by shipping, fire, water or other casualty, with loss payable to Seller for the total amount until Seller is fully paid.

12. Variations in Duties and Taxes.

Buyer shall bear any increases, after the date of the Agreement, in - or any new imposition of - duties, levies or taxes relating to the Product sold hereunder. Buyer shall further bear any additional cost and expense to Seller due to increases, subsequent to the date of the Agreement, in freight or insurance rates pertaining to the product sold. The same will apply to currency exchange fluctuations.

13. Receipt of Products, Freight Damages.

- 13.1. Buyer shall inspect delivered Products immediately, during delivery, prior to signing for acceptance of delivery. Damaged shipments should not be accepted.
- 13.2. Acceptance of damaged goods from a carrier without written notes on the shipping acceptance form, clearly signed by both the delivery carrier and Buyer, including written full names, constitutes transfer of liability for all damage claims to the Buyer, regardless of shipping method.
- 13.3. Claims for concealed damage must be reported within one day of receipt and may require carrier inspection. All damage claims must be provided in writing to both carrier and Seller. Buyers shall save the original shipping boxes and all packing materials to prove such claims. Photographic evidence of shipment damages will be provided with any claims. Submission of a damage claim to Seller does not transfer liability for damages or payment to Seller.

14. Shortage or Non-Conformity.

Any claim of shortage or that the goods do not conform with the specifications of the Order Confirmation must be made in writing within ten (10) days after delivery of the goods (as to which such claim is made) to Seller or its nominees, but in no event will the claim be later than within the time limit provided by the carrier or insurance company, otherwise such claim will be deemed waived. The samples, measurements, dimensions and weights contained in the Seller's catalogues, sales manuals, photographs and drawings, constitute only an approximate guide. The Seller reserves the right to make any changes to Products which the Seller, in its absolute discretion, considers necessary.

In the event that Buyer has a claim of shortage or of non-conformity of the Products verified by the Seller, and if such claim has been submitted within the required time limits as set forth above, Seller shall, at its own expense, make up for the shortage of the goods, replace or repair the goods, or issue credit to the Buyer, but in no event shall Seller be or become liable to Buyer or to any other person or persons for any loss or damage, direct or indirect, arising out of or caused by such incidents or for the loss of profits, business or good will.

15. Sales, Use, and Similar Taxes.

Unless otherwise specifically agreed, the amount of any sale, use, excise taxes, or any similar taxes for which Seller is legally liable, either initially or through failure of payment by Buyer, shall be added to the Agreement and Buyer agrees to pay the same to Seller and/or to hold Seller harmless therefrom.

16. Installation and Operation Training.

Upon request, Seller may make factory-trained personnel at Seller's current rates and per separate agreement, available to assist in Product assembly and/or installation and operation training. Buyer is to prepare at its expense all service connections and conditions necessary for installation and operation and bring the equipment to its location prior to engaging Seller personnel.

17. Return Policy.

Inspect deliveries immediately upon receipt, per the terms in Section 13. Receipt of Products, Freight Damages. Do not discard any boxes or packing materials until you are confident your equipment is functioning correctly. Returns are accepted only with a Return Material Authorization Number (RMA) issued by Seller. RMAs must be issued within 10 days after delivery.

Returns of Products for reasons other than damage by our carrier, product performance, or function are at the sole discretion of the Seller. All such returns will incur a restocking charge of twenty-five percent (25%) of the invoice amount for end customers or fifteen percent (15%) of invoiced amount for resellers. All returns for credit must be in new (unused) condition, in their original packaging materials without external markings, 100% complete and suitable for resale. Returns received by Seller in damaged condition, including packaging or return freight damages, or products in used condition, may be charged a restocking fee up to the full invoiced amount of the product. Shipping Costs are not refundable. Fluorescent tubes are not returnable.

Returns must be received within 10 calendar days from the date the RMA is issued. Returns will be shipped in a shipping carton with the RMA number clearly indicated on the shipping label, and with a copy of the invoice and completed RMA form enclosed with the shipping paperwork. The Buyer is responsible for shipping costs, and product will be fully insured. Seller is not responsible for any lost or damaged packages. Products returned in damaged or unacceptable condition will be returned to the Buyer at their cost.

Returns will be addressed to Seller's address or other address specified by Seller

18. Limited Warranty.

Seller warrants the Products to be free from defects in material and workmanship under normal use and service and not arising from misuse, negligence, modification or service other than by Seller, accident, or disregard of Seller's instructions in connection with the use, installation or transportation of the goods by Buyer, its agents, servants, employees, or by carriers. This warranty will pertain to any

Products or parts of any Products as to which Buyer has, within twelve (12) months following delivery of such goods to Buyer or its nominees, given written notice of claimed defects to Seller. Buyer shall return such goods to location designated by Seller, shipping and insurance prepaid, and include details of such defects. This warranty will be effective as to such goods which Seller's examination discloses to its satisfaction as being defective. Seller's obligations under this warranty are limited to remedying any deficiencies in the goods at such place or places in the United States of America or other location as may be designated by Seller. If Buyer agrees, Seller's liability may be fulfilled by Seller furnishing Buyer, at Seller's cost, parts or components as required.

This warranty is expressly in lieu of all other warranties expressed or implied. In no event shall the Seller be liable to the Buyer or to any other person for any loss or damage, direct, indirect or consequential, arising out of or caused by the use or operation of the goods, or for the loss of profits, business or good will. Seller shall in no event be liable to any person or firm (including any assignee of Buyer) except Buyer and its successors.

Further excluded from the warranty herein are:

- a. Defects in parts or components not manufactured directly by Seller, these are subject to warranty conditions, if any, issued by Seller's suppliers.
- b. Wear, tear and defects resulting from any contaminating, corrosive or abrasive materials used by Buyer.
- c. Products damaged by electric power surges, or excessive temperatures.
- d. Goods or parts of any goods transferred by the Buyer to a different organization, or transferred to a country different than listed on the Confirmation of Sale agreement, without prior written consent of Seller.

19. Force Majeure.

The obligation of Seller shall be modified or excused for causes beyond the control and without the fault or negligence of Seller such that the goods cannot be delivered or their delivery becomes delayed in whole or in part. Examples of such causes include: (a) acts of God; (b) acts of Government, governmental law or regulations; (c) strikes or lockouts; (d) fires; (e) breakdown of machinery; (f) floods; (g) epidemics and pandemics; (h) quarantine restrictions; (h) freight embargoes; and (i) severe weather, whether in Seller's own business enterprise or that of any of its suppliers.. In the above instances time for delivery will be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the portion of the Order Confirmation not yet manufactured if the delay exceeds six (6) months from the delivery date originally confirmed by Seller. In no event shall Seller become liable in the aforesaid instances to Buyer or any third party for consequential damages or business loss.

20. Limitation of Liability.

The remedies provided herein are the sole and exclusive remedies of Buyer. In no event shall Seller's liability exceed the amount or amounts actually paid by Buyer, nor shall Seller be or become liable to Buyer or any third party for any consequential, special, incidental, punitive or indirect damages or lost profits arising from or in connection with an Agreement. Seller shall not be liable for loss of or damage to buyer's software, programs, hardware, systems, data, or similar. In the event that some states may not allow the exclusion or limitation - in part or in whole - of such claims of damages, this provision will be subject to such state laws.

21. Goods in Transit.

If, prior to delivery or while the merchandise is in transit, Buyer becomes bankrupt or insolvent, or any petition in bankruptcy or for reorganization, or for a state court receivership is filed against Buyer, the Seller may forthwith terminate the Agreement by giving written notice of such termination. Such termination will not prejudice Seller's rights to any amounts then due under the Agreement. If Buyer becomes bankrupt or insolvent or any petition in bankruptcy or for reorganization or for a state court receivership is filed against Buyer, then at its option, Seller may take possession of any goods theretofore sold to Buyer in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

22. Buyer's Default.

Upon Buyer's default, Seller may make any disposition of the merchandise that it deems fit and, if it desires to resell the same, may do so at private or public sale, with or without notice and with or without the property being at the place of sale, subject, however, to applicable Federal and State laws. The Seller or its assigns shall have the right to bid at such sale and may become the purchaser of the property. The proceeds of the sale will first be applied to the expenses incurred in retaking, repairing, storing and selling the merchandise, reasonable attorneys' fees included, and then will be applied to the payment of the balance due under the Agreement. Any surplus remaining will be paid to Buyer. If a deficiency results after resale, the Buyer agrees to pay same forthwith, together with reasonable attorneys' fees for the recovery thereof incurred by Seller. If upon Buyer's default, the Seller elects not to resell any merchandise which it may repossess, then the cost of repossession, including reasonable attorneys' fees, will forthwith be due and payable from Buyer to Seller.

23. Buyer's Responsibility of Maintenance.

Buyer shall use, and shall require its employees and agents to use, all safety devices and guards and shall maintain same in proper working order. Warning signs on equipment shall be kept in place and explained to operators. Buyer shall use, and require its employees and agents to use, safe operating procedures in the operation of the equipment, its maintenance and changeover, and shall obey and have its employees and agents obey, safety instructions given by Seller, and follow safety and operating instructions in manuals. If Buyer fails to

meet the obligations herein, Buyer agrees to indemnify and save Seller harmless from any liability or obligations with regard to any personal injuries or property damages directly or indirectly connected with the operation of the equipment. Buyer further agrees to notify Seller promptly, and in any event not later than ten (10) days after notice or knowledge, of any accident or malfunction involving Seller's equipment which has caused personal injury or property damages and to cooperate fully with Seller in investigating and determining the causes of such accident and malfunction. In the event that Buyer fails to give such notice to Seller or to cooperate with Seller, Buyer shall indemnify and save Seller harmless from any claims arising from such accident.

24. Confidentiality.

24.1. Any and all information received during Agreement performance or prior to its conclusion which relates to the other Party is confidential and without the consent of the Party which it concerns it cannot be disclosed to third parties or used for purposes other than related to Agreement performance.

24.2. Confidential information includes production, commercial, financial, technological and organizational information and the provisions of the Agreement ("Confidential Information").

24.3. A Party whose information has been disclosed is exempted from the confidentiality obligation in the following cases only:

24.3.1. provided that such Party has obtained prior express consent of the other Party to the extent covered by the agreement made between them;

24.3.2. when Confidential Information must be disclosed to a judiciary authority or another government authority acting within their remit pursuant to applicable law.

24.4. A Party, which is ordered to disclose Confidential Information to an authority shall notify the other Party within 5 (five) days from receipt of such order.

25. Industrial property rights, Trademarks and Copyrights.

25.1. The Seller declares it has rights to registered verbal and graphic trademarks for JUST Normlicht and GL Optic and retains those rights.

25.2. The Buyer may not modify or change the Seller's Trademarks, or use or present the Trademarks with other trademarks, logos or other designations of third parties.

25.3. The Buyer may not use the Trademarks or any other mark, name, domain name or designation which consists of or which incorporates the Trademarks in any form or which is similar to the Trademarks and when such use may result in confusion, unless this is done on the basis and within the extent of consent expressly granted by the Seller in writing.

25.4. The principles under which the Buyer may use the Products which are computer software (licenses) are regulated in the End User Software License Agreement (EUSLA) for those Products.

26. General.

26.1. **Non-Assignment by Buyer.** Agreement or Agreements may not be assigned by Buyer without prior written consent of Seller.

26.2. **Modifications by Seller.** Any Agreement and notice given hereunder may be assigned, transferred or negotiated by Seller, or the time for the making of any payment due hereunder by Buyer may be extended by Seller without derogation of any of the rights of the Seller or its assigns. Waiver by any party of any default shall not be deemed a waiver of any subsequent default.

26.3. **Compliance with Occupation Safety and Health Act (OSHA).** Due to variations in OSHA standards at various locations, Seller does not warrant that its goods meet all the requirements of the Act. If and where possible, Seller will modify its equipment at Buyer's specific request and cost, at Seller's prices then in effect.

26.4. **Jurisdiction and Applicable Law.** Any dispute arising under this Agreement will be resolved according to the laws of the Commonwealth of Pennsylvania, USA. The parties hereto specifically consent to jurisdiction in the Court of Common Pleas of Bucks County, Pennsylvania. Buyer and Seller agree to waive trial by jury in any action or other such proceedings arising out of or relating to this Agreement.

26.5. **Privacy Policy.** Seller is committed to protect Buyer's privacy online. Seller's Privacy Policy (available on its website at www.justnormlicht.com) demonstrates its commitment to protecting the privacy of Buyer. JUST Normlicht, Inc. does not sell or rent any customer related information to others.

- 26.6. **Validity of Provisions.** If any provision of the STC is illegal, invalid or ineffective, the remaining provisions of the STC are legal, valid and effective. In such cases the invalid or ineffective provisions of the STC will be replaced by relevant provisions of applicable laws.
- 26.7. **Titles and Numbers.** The titles and numbers of paragraphs in the STC are given for convenience only and do not affect their interpretation.
- 26.8. **Amendments.** Any amendments to the STC must be made in writing, otherwise being null and void.
- 26.9. **Notices.** Any and all notices or statements related to the Agreement must be made in writing to Seller's address in Section 2.2, otherwise being null and void, unless stipulated otherwise in the STC.