



STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms & Conditions of Sale ("Terms") apply to all purchases from, and sales by, Prostar Technologies, Inc. / DBA Lit Thinking, referred to herein as the "Seller". Ordering any goods or products ("Products") from the Seller 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 These Terms may only be superseded with express written permission from the Seller.

PRICING. Unless otherwise stated, all quotations are valid for 30 days. All prices and other terms for the Products are those included in the quote for such Products, are subject to change by the Seller 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 the Seller with an appropriate tax exemption certificate. Applicable taxes shall be separately stated on the Seller's invoice.

PAYMENT TERMS. Unless otherwise agreed by the parties, full payment is required prior to the release of Products. Buyer shall make all payments hereunder in US 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 the Seller is collected by or through an attorney or collections agency, the Seller shall be entitled to recover all costs of collection, including, without limitation, attorney's fees. Buyer hereby grants to the Seller 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 the Seller's security interest in the Products.

SHIPMENTS. All Products sold shall be shipped at Buyer's expense and, unless otherwise specified and agreed upon in writing, the Seller shall select a carrier and ship freight prepaid, and the cost of freight shall be added to the Seller's invoice. If Buyer, for any reason, requests a delivery that does not conform to the Seller's standard shipping procedures, the Seller shall have the option to accept or reject such requested delivery method in the Seller's sole discretion, and Buyer shall be responsible for all costs related thereto.

Products shall be shipped F.O.B. Origin (Incoterms 2010) from the Seller'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, the Seller shall retain title to them. The Seller'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 the Seller's willingness to assist Buyer with such claims shall not indicate liability on the part of the Seller for the claim or replacement of the Products. The Seller 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. The Seller will not be liable for any delay in shipping, performance or non-delivery beyond the Seller'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 the Seller due to such delays, Buyer shall reimburse the Seller for such additional costs.

The Seller 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 the Seller 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.

LIMITED WARRANTY. The Seller represents that the Products are fit for use as an ultraviolet light device and are in working condition for a period of one (1) year from the date of Seller's shipment of the Products (the "Warranty Period") (such limited warranty, the "Limited Warranty"). The Buyer's sole remedy in respect of the Limited Warranty shall be replacement or repair, and such form of remedy shall be elected by the Seller in its sole discretion. In the case of repair, Buyer shall bear the costs of access, de-installation, reinstallation, transportation and shipping of the Products to Seller and back to Buyer. In the case of replacement, Buyer shall bear all costs of access, deinstallation, reinstallation and shipping of the Products to Buyer. Any right to repair or replacement pursuant to the Limited Warranty shall not extend beyond the Warranty Period and shall not be available to Seller at any time following the expiration of the Warranty Period. Notwithstanding anything to the contrary herein, the foregoing Limited Warranty are not given with respect to (and shall not apply to) Ultraviolet emitters or their elements (as such Products are wear and tear items which can be affected by hours used), and the Buyer hereby acknowledges that the Limited Warranty (and the remedies therefore provided herein) do not apply (and shall not be available in any event) to Ultraviolet emitters or elements.

NO OTHER REPRESENTATIONS OR WARRANTIES. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED HEREIN, THE SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY REGARDING THE PRODUCTS, AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY, AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PRODUCTS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT USE OF THE PRODUCTS WILL NOT INFRINGE UPON, VIOLATE OR MISAPPROPRIATE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF A THIRD PARTY, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PRODUCTS ON AN "AS-IS, WHERE-IS" BASIS AND "WITH ALL FAULTS". WITHOUT LIMITING THE FOREGOING, THE SELLER MAKES NO GUARANTEE OF SPECIFIC OR IMPLIED PERFORMANCE, AND BUYER HEREBY ACKNOWLEDGES AND AGREES THAT PERFORMANCE CAN BE AFFECTED BY SUCH FACTORS AS SOLUTION DESIGN, THE NUMBER AND PLACEMENT OF FIXTURES, ROOM USE, MAINTENANCE, ELECTRICAL SUPPLY, VENTILATION DESIGN AND CONDITIONS AND AIR QUALITY.

LIMITATION OF LIABILITY. IN NO EVENT SHALL THE SELLER 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 THE SELLER WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL THE SELLER'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 ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

INDEMNIFICATION. Buyer shall indemnify, defend and hold harmless the Seller 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 the Seller or (ii) Buyer's negligence, willful



misconduct or breach of these Terms. Buyer shall not enter into any settlement without the Seller'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 the Seller'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 the Seller's prior written authorization. Requests to return Products must be made within 60 days of the date of shipment. Items returned without advance authorization from the Seller will, at the sole option of the Seller, be returned to Buyer freight collect or scrapped immediately with no issuance of credit. Return freight must be prepaid unless otherwise instructed by the Seller in writing. Unauthorized Products included in an otherwise authorized return will not be credited. If the Seller authorizes a return, Buyer must include with the return shipment a Return Materials Authorization ("RMA") form supplied by the Seller. 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 35% of the original purchase price for such Product (inclusive of outbound freight). Returned Products must be received by the Seller within 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 the Seller or its affiliates (beyond the right to use the Product in the manner intended by the Seller). Buyer agrees not to infringe, directly or indirectly, any patents of the Seller 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 the Seller 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 the Seller'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, the Seller 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 the Seller. The Seller 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 the Seller and Buyer is expressed exclusively in the terms, covenants and conditions set forth in these Terms, the Seller's quote or purchase order and the Seller's written acceptance or acknowledgement of Buyer's purchase order. These Terms supersede all other written or oral agreements between the parties. The Seller and Buyer may modify these Terms, or the associated quote or purchase order acknowledgement, only by an express written agreement signed by both parties. The Seller's waiver of any breach of any provision contained in these Terms will not waive any other breach by Buyer. The Seller'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 conflict of laws provisions thereof. The parties irrevocably consent to the nonexclusive jurisdiction and venue of the state and federal courts located in the State of Delaware.

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