



LUCEPLAN USA
600 Meadowlands Parkway
Suite 265
Secaucus, NJ 07094
T +1 201 558 1800
F +1 201 558 1802
infous@luceplan.com

TERMS AND CONDITIONS

Pricing

Prices for the products (the "Products") shown are list prices in effect as of the date of the order unless otherwise agreed to in writing by Luceplan U.S.A., Inc., a New York corporation (the "Company"), F.O.B. the Company's New Jersey warehouse.

Prices are subject to change by the Company without notice, any time prior to the Company's issuance of a written order confirmation. Several Products are priced as component parts to other Products only. Lamps ("bulbs") are included in the sale of a Product only where indicated.

The Company shall in no way be responsible for any errors made by the purchaser in the type of Products ordered.

Taxes

All sales, use, excise and any other taxes applicable to the sale of the Products are to be paid by the purchaser.

If an exemption is claimed by the purchaser for the sale of ---- hereunder, the appropriate exemption certificate must be submitted to the Company prior to invoicing.

Minimum Order Quantities

All orders under \$50, net of discounts if applicable, are subject to a \$20 surcharge.

Payment Terms

For purchaser accounts with open credit by the Company, as determined by the Company in its sole and absolute discretion, the payment terms are net 30 days from invoice date. Invoices are issued by the Company to the purchaser upon the Company's shipment of the Products to the purchaser.

For purchaser accounts with no open credit by the Company, as determined by the Company in its sole discretion, and for the initial order for all new accounts; payment in full is required prior to the Company's shipment of the Products.

Such advance payment must include applicable freight and transportation charges, taxes, customs, duties, tariffs and insurance related to the Products.

For all orders exceeding \$10,000.00 net, a fifty (50%) percent non-refundable deposit shall be paid to the Company, together with the order. For all orders requiring Products with custom finish and/or requiring custom modifications, a fifty (50%) percent non-refundable deposit shall be paid to the Company together with the order and the orders are not cancellable. All goods sold and shipped remain property of the Company until fully paid.

Ordering Procedures

All orders must be submitted to the Company in writing. Telephone or verbal orders are not accepted.

Orders can be mailed or faxed or emailed to an authorized Company sales representative or placed directly to:

Luceplan USA, Inc.
Customer Service Department
600 Meadowlands Parkway, Suite 265
Secaucus, NJ 07094
T +1 201 558 1800
F +1 201 558 1802
infous@luceplan.com

Order Confirmations

All orders shall not be deemed accepted unless and until confirmed in writing by the Company.

The Company's shipment and invoicing of the Products are based solely upon the Company's order confirmation.

It is the purchaser's responsibility to review the order confirmation upon receipt and report any errors or omissions to the Company in writing immediately.

The Company's order confirmation together with these Terms and Conditions are intended as a complete, exclusive and final statement of the agreement between the Company and the purchaser with respect to the purchase and the sale of the ordered Products.

These Terms and Conditions supersede any provisions, terms and conditions contained in any order confirmation, purchase order or other writing that the purchaser may give or receive, and the rights of the parties shall be governed exclusively by these Terms and Conditions.

No contrary, additional or different provisions, terms or conditions shall be binding on the Company.

Hold For Release Orders

Orders submitted to the Company as "hold for release" will not be considered a firm and binding order by the Company, unless accompanied with a 50% non refundable deposit.

Order Cancellation

Requests for order cancellations or changes must be submitted in writing to the Company's Customer Service Department.

Requests received after the date the Company sends the purchaser the order confirmation are subject to the Company's prior written approval.

Requests received after the Company's shipment of the Products are subject to a written approval by the company and a re-stocking charge of fifty (50%) percent of the Company's invoice product value. Pre-paid freight charges and any other costs, expenses or losses arising from such cancellation or change are always at the sole responsibility of the purchaser. Special order items are not subject to cancellation or change under any circumstances.

Any return freight cost is at expense of the purchaser only.

Merchandise Returns

The Company does not accept returns of merchandise, damaged or otherwise, without its prior written consent.

To authorize a return the Company issues an RMA. This RMA number has to be applied on the returned boxes prior to returning the product. No New Product (if applicable) will be shipped out, prior to receipt of the returned one.

Returns are accepted only from parties who purchased Products directly from the Company.

Approved returns must be in original packaging.

Returns of non-defective Products are subject to a re-stocking charge of fifty (50%) percent of the invoice product amount.

Pre-paid freight charges and any other costs, expenses or losses arising from such return are always the responsibility of the purchaser. Special order items may not be returned under any circumstances. Freight costs to return a product are always the responsibility of the purchaser. If a product is still under warranty the freight costs to return the product to the purchaser are covered by the Company, unless Company at its sole discretion determines that the damage to the product was not covered by warranty. Call tags will not be issued by the Company. However reimbursement of freight will be applied if the returned product is deemed defective.

In order to be eligible for a freight reimbursement claims have to be communicated to the Company in writing within 5 (five) days receipt of goods.

Shipment Terms

The Company reserves the right to select the most suitable carrier for the delivery of the Products, unless specific written instructions are provided by the purchaser and acknowledged in writing by the Company. All sales are F.O.B. the Company's New Jersey warehouse. Freight and transportation charges are prepaid and billed to the purchaser.

Delivery Schedules

The expected ship date on the Company's order confirmation is subject to change at any time due to unforeseen circumstances.

The Company shall not be liable for any delay or failure to deliver any Products in the event that the performance, manufacture, supply or delivery of the Products is due to any cause beyond the Company's reasonable control, including but not limited to, acts of God, acts or requests of any national, state or local government, or any national, state or local government official or agent purporting to act under duly constituted authority, legislation, war, fire, drought, acts of terrorism, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a trade dispute or owing to any inability, unavailability or delay in delivery or availability of materials required. If any such delay occurs, then (unless the cause thereof shall frustrate or render the

performance of these Terms and Conditions impossible or illegal or shall otherwise discharge the same), the Company's period for performing its obligations hereunder shall be extended by such period as the Company may require to complete the performance of its obligations.

Title and Risk of Loss; Security Interest

When a purchaser is purchasing Products from the Company, title to and risk of loss and damage for any shipment of the Products passes to the purchaser immediately upon delivery of such shipment to the purchaser or its designated agent or upon deposit of the Product with a common carrier or a storage facility (as requested by the purchaser), whichever comes first.

The purchaser hereby grants to the Company and the Company shall retain a priority security interest in any Product shipped to the purchaser until the entire balance of the purchase price for such Product are paid in full.

The purchaser hereby authorizes the Company to file finance statements if the Company deems it necessary or desirable to perfect its security interest in any Product shipped to the purchaser, which has not been paid for in full by the purchaser. In the event that a purchaser defaults on any payment or makes an assignment for the benefit of creditors, or if an insolvency or bankruptcy proceeding is initiated by or against a purchaser, whether voluntary or involuntary, the Company shall have the right to withhold shipments of the Products, in whole or in part. In addition, the Company may recall any Product in transit, remove and/or repossess any Product that may be stored with the Company for the purchaser's account without the necessity of taking any other action.

The Company may further proceed to take such other action as may be necessary to protect its interests.

Until the Company receives payment in full from the purchaser, the purchaser shall be obligated to protect the Products by, including but not limited to, obtaining insurance for the Products with an insurance company approved by the Company in an amount at least equal to the purchase price of the Products.

Product Specifications & Dimensions

The Company reserves the right to change at any time and without prior warning the technical and/or the design specifications of any Products illustrated in the Company's catalog.

Limited Warranty

The Company shall provide a one-year limited warranty with respect to the Products. For a period of twelve (12) months commencing on the date of delivery of the Products, the Company warrants that the Products supplied hereunder shall be free of material defects at the time of delivery.

The Company's sole liability and Customer's exclusive remedy for a breach of this warranty shall be, at the Company's sole option, repair or replacement of the nonconforming Product. Furthermore, the warranty set forth herein shall be null and void and shall not apply to any Product which is: (i) altered, modified, damaged or repaired by a person other than the Company, (ii) abused or misused, whether intentionally or accidentally or (iii) notwithstanding its nonconformity, is used or otherwise accepted by the purchaser or the purchaser waives its claim. The foregoing warranty set forth is in lieu of all other warranties, and the Company disclaims all other warranties, whether express or implied, including without limitation, implied warranties of merchantability and fitness for use and/or particular purpose of the Products.

NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL THE COMPANY BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY LOST REVENUE OR PROFITS OF THE PURCHASER OR ITS CUSTOMERS, AGENTS AND DISTRIBUTORS, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH, ANY SALE, MANUFACTURE, DISTRIBUTION OR ANY USE OF ANY PRODUCTS OR FOR ANY FAILURE OF SUPPLY OR PERFORMANCE OF ANY PRODUCTS FOR ANY REASON, WHETHER OR NOT THE PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Claims

The Company warrants that all Products are packed for shipment in accordance with the selected carrier's requirements.

As noted herein, shipment terms are F.O.B the Company's warehouse.

The Company does not assume responsibility for damages that occur in transit. It is the purchaser's responsibility to examine the Products upon receipt and file any claims directly with the carrier. Claims against the Company for product defects, errors or shortages must be made to the Company in writing within five (5) business days from the delivery date. Written notification must include a reasonably detailed explanation of the claim and be forwarded directly to the Company's Customer Service Department. Failure by the purchaser to make a written claim within five (5) business days of receipt of the Products will constitute acceptance of goods and waiver of any rights or remedies for compensation due to defects, errors or shortages.

U.L. Listings

As of the date of these Terms and Conditions a number of Products are in compliance with the standards set by Underwriters Laboratories ("UL"). These Products are marked with the "UL" symbol. However, Product specifications are continually subject to changes. Please check with our New York City sales office or your local Company sales representative with regard to updated Product specifications and the latest U.L. Listings.

Purchaser's Responsibilities

The purchaser is responsible for compliance with applicable Federal, state and local laws, ordinances, rules and standards relating to the installation, maintenance, use and operation of the Products purchased from the Company.

Indemnity

The purchaser hereby agrees to indemnify and hold harmless the Company, its shareholders, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all loss, cost, liability and expense, including reasonable attorney's fees and costs, which any of the Indemnified Parties may incur, sustain or be subject to, as a result of any claim, demand, action, investigation or proceeding arising out of or relating to the provision of the Products by the Company; provided, however, that the foregoing indemnification shall not apply to any loss, cost, liability or expense proved (in a court of competent jurisdiction) to have been directly caused by the Company's material breach of the limited warranty set forth herein or by the gross negligence or willful misconduct of an Indemnified Party.

Waiver and Severance

Any waiver (express or implied) of strict compliance with the provisions of these Terms and Conditions, or any failure by the Company to insist upon strict performance of these Terms and Conditions, shall not be deemed a waiver of any of the Company's rights, privileges, claims or remedies available hereunder or at law or equity.

The waiver by the Company of a breach of any provision hereof shall not operate or be construed as a waiver of any other or subsequent breach by the purchaser hereunder. If any provision of hereof is finally declared or found to be illegal or unenforceable by a court of competent jurisdiction, the remainder of these Terms and Conditions shall not be affected by such declaration or finding. The parties acknowledge that it is their intention that if any provision herein is found to be illegal or unenforceable as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.

Assignment

These Terms and Conditions and the performance of any obligations hereunder may not be assigned by the purchaser without the prior written consent of the Company. The Company, however, may assign or subcontract its obligations under these Terms and Conditions to an affiliate or related entity without the prior written consent of the purchaser.

Entire Agreement: Amendments

These Terms and Conditions contain the entire agreement of the parties regarding the subject matter hereof and supersedes all prior purchase orders, bills of lading, invoices, letters of intent, agreements, understandings and negotiations regarding the same.

These Terms and Conditions may not be changed, modified amended or supplemented except by a written instrument signed by a duly authorized officer of the Company, specifically referencing these Terms and Conditions. In no event shall these Terms and Conditions be deemed amendable or amended by subsequent purchase order or bill of lading issued and/or accepted by either party hereto.

Governing Law; Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of New York as if the Terms and Conditions were performed wholly within the State of New York and without regard to conflict of law principles. All disputes arising out of or in connection with these Terms and Conditions shall be resolved by a court of competent jurisdiction in the State of New York. The Purchaser consents to the jurisdiction of the state and federal courts located in the State of New York.

Buyer understands that certain transactions of Luceplan are subject to export control laws and regulations, such as but not limited to the UN, EU and the USA export control laws and regulations ("Export Regulations") which prohibit export or diversion of certain products and technology to certain countries. Upon Buyer's request, Luceplan will provide a list of restricted countries.

Any and all obligations of Luceplan to export, re-export or transfer Products as well as any technical assistance, training, investments, financial assistance, financing and brokering will be subject in all respects to such Export Regulations and will from time to time govern the license and delivery of Products and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations.

Buyer warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product supplied to Buyer.

Buyer shall take all actions that may be reasonably necessary to ensure that no customer/purchaser or end-user contravenes such Export Regulations.

Buyer shall indemnify Luceplan against any and all direct, indirect and punitive damages, loss, costs (including attorneys fees and costs) and other liability arising from claims resulting from Buyer's or its customers' breach or non-compliance with this Section.