



We take architectural glass a step ahead.

OKALUX North America LLC
180 S. Broadway, Suite 408
White Plains, NY 10605

Office Tel: +1 914 202-0274
Fax: +1 914 607-7977
info@okaluxna.com
www.okaluxna.com

TERMS OF SALE

The following OKALUX North America LLC terms and conditions of sale (collectively the Terms of Sale) are exclusive and in lieu of all other terms and conditions appearing on Customer's purchase order or elsewhere and apply to all quotations made and all orders accepted by OKALUX North America LLC for OKALUX products. Customer agrees that OKALUX North America LLC's acceptance of Customer's order is limited to OKALUX North America LLC's Terms of Sale. Customer shall be deemed to have accepted OKALUX North America LLC's Terms of Sale unless written notice of objection is given by Customer to OKALUX North America LLC within 24 hours of receipt of OKALUX North America LLC's order confirmation. Neither OKALUX North America LLC's commencement of performance nor delivery of Products shall be deemed or constitute acceptance of any Customer additional or different terms and conditions. OKALUX North America LLC's failure to object to provisions contained in any order or other writing of Customer shall not be construed as a waiver by OKALUX North America LLC of its Terms of Sale or an acceptance of any terms and conditions of Customer, which are hereby rejected by OKALUX North America LLC.

1. Performance. Performance of any order received by OKALUX North America LLC is expressly conditioned upon acceptance by OKALUX North America LLC management.

2. Orders and Cancellations.

a. All orders placed with OKALUX North America LLC must be in writing and signed by an authorized representative of the Customer. All orders should include shipping address, requested delivery dates, quantities and complete description of Products being purchased, as well as Customer's official name, contact name, address, email address, telephone number and fax number. Orders will be a binding contract only when received and accepted by confirmation in writing by OKALUX North America LLC.

b. Customer orders requiring an export license will not be accepted until the export license has been obtained. Orders requiring a Letter of Credit will not be accepted until the Letter of Credit is received (unless otherwise negotiated prior to order acceptance) and meet OKALUX North America LLC's standard terms for a Letter of Credit. No production will begin until payments terms are agreed upon.

c. Customer shall have 3 business days from receipt of OKALUX North America LLC's order confirmation to make any corrections or changes. Failure to do so shall constitute acceptance of OKALUX North America's order confirmation.

d. Delivery dates may not be rescheduled without OKALUX North America LLC's written approval.

- e. Customer may not cancel any Product order in whole or in part without the written agreement of OKALUX North America LLC and on condition of Customer's payment of OKALUX North America LLC's cancellation charges.
- f. If OKALUX North America LLC agrees to cancel Customer's order, OKALUX North America LLC may assess Customer cancellation charges. Once OKALUX North America LLC begins performance on a custom or specially made Customer order, OKALUX North America's cancellation charges may include: x) the contract price for all completed Products; and y) with respect to non-completed Products, an equitable charge as determined by OKALUX North America LLC based upon all costs (including but not limited to cost of materials purchased, labor, storage charges, handling, freight, duties and taxes, and any destruction or recycling costs) incurred by OKALUX North America LLC in performance of Customer's order to the date of cancellation and that OKALUX North America LLC will thereafter reasonably incur as a result of such cancellation, plus a cancellation fee of 20% of the contract price for such Products, not to exceed in total the contract price. Customer shall pay all cancellation charges due within thirty (30) days of invoicing by OKALUX North America LLC.
- g. OKALUX North America LLC's cancellation charges shall not be deemed OKALUX North America LLC's exclusive remedies in the event of an unauthorized order cancellation by Customer.

3. Prices.

- a. The prices of the Products are those specified on OKALUX North America LLC's quotation or confirmation of Customer's order. Prices are valid for the time indicated in OKALUX North America LLC's quote. After expiration, these prices are subject to change without notice.
- b. Prices include standard packaging. Extra charges will be added for special packaging and/or for expediting delivery.
- c. Prices for Products do not include any federal, state or local taxes, or other governmental charges, which, when applicable, will be invoiced additionally.

4. Payment.

- a. Payment shall be per the terms of payment cited in OKALUX North America LLC's quote and order confirmation. In the event that terms of payment stated in the OKALUX North America LLC quote differ with terms of payment stated in the OKALUX North America LLC Order Confirmation, terms in the Order Confirmation are the valid terms of payment, superseding the earlier quote document. For orders with multiple delivery dates, OKALUX North America LLC may invoice Customer for the balance owed for each delivery and Customer shall pay for each delivery separately.
- b. OKALUX North America LLC may charge Customer interest for all late payments computed on a daily basis from the due date until paid in full at the rate of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law, whichever is less.
- c. OKALUX North America LLC reserves the right to establish and/or change credit and payment terms extended to Customer when, in OKALUX North America LLC's sole opinion, Customer's financial condition or previous payment record warrants that action. Further, on delinquent account, OKALUX North America LLC shall not be obligated to continue performance under any agreement with Customer.
- d. OKALUX North America LLC retains a security interest in the Products delivered to Customer, and in their accessories, replacements, accessions, proceeds and products, including accounts receivable (collectively, the Collateral), to secure payment of all amounts due under this Agreement. If Customer fails to pay any amount when due, OKALUX North America LLC shall have the right to repossess and remove all or any part of the Collateral from Customer but not from Customer's customer. Any repossession or removal shall be without prejudice to any other remedy of OKALUX North America LLC hereunder, at law or in equity. Customer agrees, from time to time, to take any act and execute and deliver

any document (including, without limitation, financing statements) reasonably requested by OKALUX North America LLC to transfer, create, perfect, preserve, protect and enforce this security interest.

e. Customer is responsible for and shall pay all costs, fees and expenses, including reasonable attorneys' fees and the fees of collection agencies, incurred by OKALUX North America LLC in enforcing any of the terms, conditions or provisions hereof or in protecting OKALUX North America LLC's rights herein or with respect to past due Customer accounts.

5. Shipments.

a. Customer agrees that all freight, express and delivery charges shall be paid by Customer and shall not be subject to discount.

b. If OKALUX North America LLC has agreed with Customer to arrange for the shipping of Products, OKALUX North America LLC will select the carrier, in the absence of agreed instructions by Customer,

c. In no event shall OKALUX North America LLC be liable for any delay in delivery nor shall the carrier be deemed an agent of OKALUX North America LLC.

d. In those instances in which freight is not included in the OKALUX North America LLC Order Confirmation, delivery will be deemed complete and risk of loss or damage to the Products will pass to Customer upon delivery to the carrier.

6. Inspection and Acceptance; Returns.

a. In the event that the OKALUX North America LLC Order Confirmation includes freight to the Customer or the Customer's job site, Customer must inspect the Products at the time and place of delivery and advise OKALUX North America LLC in writing of any damage to crates or Product within 72 hours of receipt. If Customer advises OKALUX North America of damage, the relevant crates and Product must be set aside for inspection by an insurance agent. If damaged items are disposed of before OKALUX North America's authorized insurance agent is able to inspect the goods, then the Customer will be invoiced for the Product as if undamaged.

b. In the event that Customer claims that Product does not conform to agreed Product specifications and after inspecting the Product, OKALUX North America LLC agrees that the Product does not conform to the agreed Product specifications, OKALUX North America LLC's sole obligations and Customer's exclusive remedies with respect to a non-conforming Product shall be, at OKALUX North America's option, repair or replacement of the Product or refund to Customer of the purchase price paid for the Product.

c. At OKALUX North America LLC's request, non-conforming product must be available for return to our factory for inspection. No Products may be returned to OKALUX North America LLC without OKALUX North America LLC's prior written authorization.

d. Customer shall be responsible for all costs associated with the return of Products if the Products are found to be within specification. Otherwise OKALUX North America LLC will bear the return cost.

e. Customer shall be responsible for any damage to returned Products resulting from handling by Customer with less than due care.

7. Ownership of Production Tooling, Materials and Equipment, No license granted.

- a. Unless otherwise agreed in writing, all material, equipment, facilities, and tooling used in the manufacture of the Products covered by any Customer order shall remain the property of OKALUX North America LLC.
- b. OKALUX North America LLC shall not be responsible for any Customer furnished materials or tooling damaged during processing or manufacturing.
- c. OKALUX North America LLC's supply of Products to Customer does not in any way convey or grant to Customer any license or right to make, have made or use the Products or any additional products (whether or not identical to the Products supplied by OKALUX North America LLC) coming within past or future patents and/or inventions owned, made or controlled by OKALUX GmbH, Germany.

8. Warranty.

- a. OKALUX North America LLC warrants to Customer that at the time of delivery all Products will conform to and perform in accordance with the applicable current specifications issued by OKALUX North America LLC or OKALUX GmbH, Germany.
- b. Any Products sold by OKALUX North America LLC with any additional express warranties shall be subject to the specific terms and conditions of those warranties. The duration of any Products warranty given by OKALUX North America LLC shall be limited to the applicable warranty duration stated by OKALUX North America LLC. If no warranty duration is specified by OKALUX North America LLC, then, the warranty duration shall be thirty (30) days from the date of shipping to Customer.
- c. No warranty shall apply to any Product that is subject to misuse, abuse, accident, disaster, or repair by anyone other than OKALUX North America LLC or its authorized agents, or that has been used contrary to current instructions.
- d. OKALUX NORTH AMERICA LLC's ENTIRE RESPONSIBILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY IS LIMITED, AT OKALUX NORTH AMERICA'S OPTION, TO REPAIR OR REPLACEMENT OF THE PRODUCTS OR REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE WARRANTY CLAIM.
- e. Customer will be deemed to have waived any warranty claim unless written notice of such claim is given to OKALUX North America LLC promptly but in no event later than two weeks from date of discovery of such breach of warranty.
- f. THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY OKALUX NORTH AMERICA LLC IN CONNECTION WITH THE PRODUCTS, AND OKALUX NORTH AMERICA LLC DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

9. Assignment. Customer's purchase order shall not be assigned in whole or in part by either party without the written consent of the other party, except that OKALUX North America may assign its rights, liabilities and obligations arising out of Customer's purchase order to its subsidiary or affiliated companies.

10. Statute of Limitations. No claim or cause of action by Customer arising from this Agreement may be brought at any time more than (18) months after the facts occurred upon which the claim or cause of action arose.

11. Export Control. Customer shall comply with all applicable U.S. export laws, regulations and treaties relating to export or re-export of the Products. Customer will defend, indemnify and hold OKALUX North America LLC harmless for

any claims, penalties, fines, damages or costs to OKALUX North America LLC arising from Customer's failure to comply with this provision.

12. Limitations of Liability. OKALUX NORTH AMERICA LLC'S ENTIRE AND AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, WHETHER FOR INFRINGEMENT, BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL NOT EXCEED CUSTOMER'S PAYMENTS TO OKALUX NORTH AMERICA LLC FOR THE PRODUCTS PURCHASED UNDER THIS AGREEMENT THAT CREATE SUCH LIABILITY. OKALUX NORTH AMERICA LLC SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM MADE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, OR THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS, OR OTHERWISE.

13. Governing Law. The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the laws of the State of New York excluding any of its choice of law provisions.

14. Choice of Forum. Any and all claims or actions challenging the validity, interpretation or performance of this Agreement shall be brought in either the New York Superior Court for the County of Westchester or the United States District Court for the Southern District of New York. Notwithstanding the foregoing, OKALUX North America LLC may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged or anticipatory breach of such party's proprietary rights.

15. Force Majeure. Except for the payment of money due and owing, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by causes beyond its reasonable control (Force Majeure Conditions), including, but not limited to, fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes and, with respect to OKALUX North America LLC's, inability to reasonably obtain necessary labor, materials, components or manufacturing facilities. If any Force Majeure Condition occurs, the party delayed or unable to perform (Delayed Party) shall give immediate notice to the other party (Affected Party), and the Delayed Party, upon giving prompt notice to the Affected Party, shall be excused from performance under this Agreement for the duration of the Force Majeure Condition; provided, however, that the Delayed Party shall take all reasonable steps and cooperate with the Affected Party to avoid or remove the cause of nonperformance and shall resume performance hereunder with dispatch when the cause is removed. If the Delayed Party cannot within sixty (60) days remove the cause of nonperformance, the Affected Party may terminate this Agreement. If Force Majeure Conditions cause shortages in OKALUX North America LLC's supply of Products or materials necessary to produce the Products, OKALUX North America LLC or its suppliers may, without obligation to obtain similar products or such materials from other sources, first satisfy its own requirements and the requirements of its divisions, subsidiaries and affiliates for such materials and Products and then allocate the remainder among its customers in a manner and amount that, in OKALUX North America LLC's sole judgment, is fair and reasonable.

16. Non-Waiver. No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition.

17. Entire Agreement. OKALUX North America LLC's Terms of Sale shall constitute the entire agreement (the Agreement) between the parties with respect to the sale of the Products and shall not be modified or rescinded, except in writing and signed by OKALUX North America LLC and Customer. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

