TERMS AND CONDITIONS

1. APPLICABILITY OF CONDITIONS — The terms and conditions herein shall apply to the purchase order or contract identified. Such terms and conditions are in lieu of any provisions, terms or conditions on purchase orders or other contractual documents issued to LEDtronics by Buyer which are in any way inconsistent with, modify or add to the provisions herein unless specific agreement on any variation or addition is obtained in writing and signed by an authorized representative of LEDtronics. The terms and conditions set forth herein and the provisions of such purchase order contract constitute a separate and distinct contract, even though such order or contract specifically requests that the parties shall be bound by the terms and conditions of another document.

2. CONCURRENCE OF PERFORMANCE — LEDtronics may commence performance of the work under such purchase order in order to deliver or other requirements but such performance shall not constitute acceptance of any provision of such purchase order, which LEDtronics takes written exception or conflict with any provision contained herein. Since LEDtronics may, as an accommodation to Buyer, begin incurring costs associated with this order, Buyer is requested to respond as soon as possible if any part of this acknowledgement is not accepted. Failure to respond within five (5) business days will be conclusively deemed to be acceptance.

3. INSPECTION AND ACCEPTANCE — All work performed hereunder shall be subject to LEDtronics’ inspection system and quality control procedures which have been approved pursuant to the requirements of LEDtronics’ contracts with the U.S. Government. Representatives of Buyer, and of the Government if work is under a U.S. Government contract, upon reasonable notice may (i) witness LEDtronics’ inspection of any work in progress or on test on LEDtronics’ premises. Any inspection or test by Buyer or the Government shall not delay any work in process or require undue time expenditure by LEDtronics’ employees. LEDtronics shall provide all reasonable facilities and assistance for the safety and convenience of the aforesaid representatives in the performance of such inspection, and all such inspection shall occur (a) upon completion of buyer’s receiving inspection, or (b) upon completion of Buyer’s source inspection, or (c) upon Buyer’s failure to provide written notice of inspection to continue within (15) days after delivery to the F.O.B. point specified in the order, whichever event occurs earliest. LEDtronics may decline to make further shipment without in any way affecting its rights under such order. If, despite any default by Buyer, LEDtronics elects to continue performance, in its sole discretion, it shall not constitute a waiver of any default by Buyer or in any way affect LEDtronics’ legal remedies for any such default.

4. FREIGHT, INSURANCE, EXPORTER’S CHARGES, DUTIES — All transportation costs, insurance charges and insurance are the responsibility of the Buyer. LEDtronics will either (a) add these charges to the prices specified herein, (b) add these charges to LEDtronics’ invoices as separate items, or (c) ship with charges to be collected by the carrier or exporter, whichever procedure buyer timely directs. In the absence of timely direction, LEDtronics’ choice of procedure will be conclusively deemed to be acceptable to Buyer. Export documentation and duties are the responsibility of the Buyer.

5. TAXES — Prices stated are net prices of any taxes applicable to the goods sold in addition to the charges indicated in such purchase order. Buyer shall pay LEDtronics the amount of any tax, other than a tax measured by the income of LEDtronics, imposed or levied by any state or any local government on the manufacture, sale, or use of LEDtronics’ products or upon sale or use with an obligation for LEDtronics to collect the amount thereof from Buyer, as a result or in connection with performance of such purchase order by LEDtronics.

6. TITLE — Title and risk of loss for products furnished by LEDtronics shall pass to Buyer upon delivery to a common carrier, or other delivery as directed by Buyer, at LEDtronics’ plant.

7. WARRANTY — (a) These provisions constitute a part of the consideration for the products, services, both to be furnished by LEDtronics, and set forth the entire agreement with respect to warranties and the remedies for their breach. No other agreements, written or oral, shall constitute warranties of any nature nor create remedies for Buyer beyond those set forth herein as are exclusive and in lieu of all other warranties, expressed or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. These provisions shall not be added or modified in accordance with the laws of the State of California, U.S.A. (b) LEDtronics hereby warrants that at the time of delivery, in accordance with our stated warranty period by product (see http://dl.ledtronics.com/pdf/LEDtronics- warranty.pdf in the products or services) the LEDtronics products or services conform to their description in agreed-upon specifications, drawings or both, and shall be free from defects in material and workmanship. (c) The sole and exclusive remedies provided by these warranties are the obligations undertaken by LEDtronics in this paragraph. Defective products covered by and within these warranties shall be repaired, reworked, or replaced at LEDtronics’ discretion, as determined by LEDtronics. The liability of LEDtronics under this warranty is limited to reworking, reworking, or repairing such products in which there are defects. LEDtronics’ obligation hereunder do not include any responsibility of the costs and occasions by removal, transportation, or reinstallation of such products, nor any rights, claims, or remedies with respect to direct damage, loss of use, lost profits, or other economic or consequential damage or kind, had there been no breach. LEDtronics’ total obligation under this warranty is limited to the original purchase price of the products or services found to be defective within the terms of this warranty. (d) This warranty shall not apply (1) in the following circumstances: LEDtronics is notified in writing promptly upon discovery of the defects by Buyer, (2) the defective product is returned, freight prepaid, to LEDtronics, (3) Either the written notification or the defective product is received by LEDtronics within the warranty period, or (4) LEDtronics examination of the product discloses, to its satisfaction, that the defects have not been caused by accident; improper handling, storage or installation; neglect; misuse; alteration; repair or attempted repair by anyone other than LEDtronics.

8. EXCUSABLE DELAY — LEDtronics shall not be responsible for any failure to perform due to causes beyond its control. These causes shall include but not be restricted to fire, flood, accident, earthquake, explosion, acts of public enemy, war, sabotage, quarantine, restrictions, failure of vendors to make timely deliveries, labor shortages, transportation embargoes, or failure or delays in transportation, inability to secure raw materials or machinery for the manufacture of its devices, acts of God, acts of the Federal Government or any agency thereof, acts of any state or local government or agency thereof, and judicial action.

9. RETURNS, RESTOCKING & ORDER CANCELLATION — At the sole option of LEDtronics, products shipped to a customer or distributor may be allowed to be returned, under the following conditions. In all cases, the returned products shall be subject to inspection by LEDtronics and credit, if any, shall be allowed only for those products returned in a “like new” condition. All returned authorizations shall be returned a CREDIT only against future orders. In no case shall funds be returned to the buyer. Products may be returned only with the prior permission of LEDtronics. Returns may be authorized by phone or in writing. Each return shall include the LEDtronics RMA (Return Material Authorization) Number. The RMA Number shall be obtained by phoning or writing to LEDtronics stating the reason for the return, the original purchase order number and the quantity returns. RETURNS, STANDARD CATALOG PRODUCTS — Products returned may receive a partial credit at the sole option of LEDtronics. Products returned after 60 days from shipment shall receive no credit. ORDER CANCELLATION (Standard Catalog Products) — An order may be cancelled five (5) working days after receipt of order. Such cancellations could be charged 25% of the purchase price after five (5) working days to cover the costs of stocklocking the material plus documentation costs.

RETURNS, NON-STANDARD CUSTOM PRODUCTS — Non-standard products (designated by a special part number) may not be returned for credit. At the sole option of LEDtronics, the return of non-standard products may be permitted on the basis that a 50% credit will be issued. Credit will not be allowed after 6 months.

ORDER CANCELLATION OF NON-STANDARD PRODUCTS — Custom products are not eligible for cancellations. Products returned to LEDtronics without prior authorization (RMA Number) shall be subject to return to the buyer, freight collect. All returned products shall be shipped freight prepaid.

The determination of the condition of returned products and the credit allowed, if any, shall be at the sole discretion of LEDtronics. All costs, exporters charges and insurance are the responsibility of the Buyer. LEDtronics reserves the right to deny credit for products returned by distributors and to charge 25% of the purchase price, or to refuse the return, or to charge 25% of the purchase price after five (5) working days to cover the costs of stocklocking the material plus documentation costs.

CONTROL OF INFORMATION — Data (including Designs, Drawings, Reports or other information) and products returned to LEDtronics may receive the following Federal Acquisition Regulation Clauses or equivalent clauses of other Government Agencies, in which the term “Contractor” shall mean LEDtronics and the term “Contract” shall mean the purchase order, are incorporated herein by this reference to the extent that: (a) They are included in the purchase order, and (b) They are required by the Buyer’s prime Government contract to be included in this subcontract, and (c) They are made mandatory subcontract clause by applicable law or regulation.

10. APPLICABLE LAW — This contract shall be construed and interpreted in accordance with the laws of the State of California. Date: 2013

11. COMPLIANCE WITH FAR CLAUSES — Upon request, LEDtronics will provide the Buyer with a copy of the subcontract, together with the following Federal Acquisition Regulation Clauses or equivalent clauses of other Government Agencies, in which the term “Contractor” shall mean LEDtronics and the term “Contract” shall mean the purchase order, are incorporated herein by this reference to the extent that: (a) They are included in the purchase order, and (b) They are required by the Buyer’s prime Government contract to be included in this subcontract, and (c) They are made mandatory subcontract clause by applicable law or regulation.

12. INDEMNIFICATION AND INSURANCE — If Buyer’s agents, employees or subcontractors enter upon premises occupied or under the control of LEDtronics or any of its customers or supplies in the course of the performance of the Purchase Order, Buyer shall indemnify and hold LEDtronics harmless from and against any suits, losses, recoveries, damages, claims, causes of action and expense (including attorney’s fees arising out of or connected with any act or omission of Buyer and its agents, employees or subcontractors.

13. DISPUTES — Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall be settled by arbitration in Los Angeles, California, by the decision of an arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of such arbitration shall be allocated between Buyer and LEDtronics as the arbitrator(s) shall decide. The decision of the arbitrator(s) shall be binding upon both parties of this Agreement.

14. APPLICABLE LAW — This contract shall be construed and interpreted in accordance with the laws of the State of California.