

**GENERAL QUOTE
TERMS AND CONDITIONS OF SALE**

1. **Applicability.** All materials, goods, or work described on the front hereof, regardless of type, will be referred to as "Products." OCEM Acquisition Corp DBA Multi Electric MFG will be referred to as "Seller," and the person or company purchasing Products as indicated on the front of the Offer will be referred to as "Buyer." This quote is not an expression of acceptance of any offer made to seller by buyer nor a confirmation of any contract or agreement between buyer and seller; this quote is an offer to contract on the terms set forth herein, and any additional or different terms proposed by buyer are specifically rejected unless expressly agreed to in a subsequent writing signed by an authorized representative of seller.

2. **Bill-Of-Material:** the Material list is considered complete and explicit. This is Seller's best interpretation of the bid documents, specifications, instructions available to the Seller for the preparation of the present proposal. The Buyer shall inform the Seller of any discrepancy. The Seller is not liable for any shortages, losses, damages resulting from any discrepancies, omissions or different interpretation.

3. **Price Adjustments; Payment.** The prices stated herein do not include federal, state, or local sales, use, excise, value-added or other taxes unless stated specifically in writing. Any exemptions to the above taxes must be made available to Seller prior to invoicing or such taxes will be charged for the state of destination. Any exemption certificates must correlate with the state of destination. Such taxes will be added to invoice prices in those instances in which Seller is required to collect them from Buyer; provided, however, that if Seller does not collect any such taxes and is later asked by or required to pay such to any taxing authority, Buyer will make such payment to Seller or, if requested by Seller, directly to such taxing authority. At Seller's option, prices may be adjusted to reflect any increase in the costs of Seller resulting from state, federal or local legislation, or any change in the rate charge or classification of any carrier. Unless otherwise specified by Seller, all prices are F.C.A. Seller's factory or warehouse from which shipment is made, and shall be invoiced as of the date of shipment or as set forth on the front hereof. Payment shall be net/cash 30 days from date of the invoice. Invoices unpaid and past due will be subject to a service charge on the unpaid balance at an interest rate equal to the lesser of eighteen percent (18%) per annum or the maximum allowable interest rate under applicable law, and Buyer shall be responsible and liable for all expenses incurred by Seller in collection, including reasonable attorneys' fees. The minimum Order is \$150. Any order below \$150 will be invoiced at \$150. Minimum quantities may apply on some products. Due to the volatility in commodity pricing the Seller may incur surcharges from its vendor to cover fluctuations in raw material and energy pricing. This quotation does not include these surcharges and the Seller reserves the right to add these surcharges, if incurred, to this quotation.

4. **Delivery Dates; Title and Risk; Shipment.** All delivery dates are approximate, and Seller shall not be responsible for any damages of any kind resulting from any delay. Regardless of the manner of shipment, title to any Products and risk of loss or damage thereto shall pass to Buyer upon tender to the carrier at the factory or warehouse of Seller, except in those instances in which delivery is made by Seller's vehicles in which case title and risk of loss or damage shall pass to Buyer upon delivery to Buyer's premises. All delivery and transportation expenses will be paid by Buyer. Unless otherwise stated herein, Seller may exercise its judgment in choosing the carrier and means of delivery. Buyer shall be responsible for filing all claims with the carrier. No deferment of shipment at Buyer's request will be made except on terms that indemnify Seller against all loss and additional expense, including, but not limited to handling, storage and insurance charges. In the event Buyer delays or causes the delay of shipment of any Products, the price for such Products shall be subject to increase to reflect Seller's prices in effect for such Products at the time of the delayed delivery and to reflect Seller's increased costs resulting from such delay. The supply will be equipped with standard packaging intended only for merchandise in storage or sealed container transportation for up to 60 days.

5. **Warranty.** Seller warrants to Buyer only, that Products manufactured by Seller shall be free from defects in materials and workmanship for twelve (12) months from the date of use or installation by Buyer, or eighteen (18) months from the date of delivery to Buyer, whichever date occurs first, and subject to the

disclaimers and limitations stated herein. Where applicable, per FAAEB67 LED Light Fixtures are warranted against mechanical and physical defects in design and manufacture for a period of 12 months from date of installation and warranted against electrical defects in design or manufacture of the LED or LED Specific Circuitry for a period of 4 years per FAA EB67.

If no Product descriptions or specifications are contained in or attached to the quote, Seller's applicable product descriptions and specifications in effect on the date of shipment shall apply. If any sample or model is shown to Buyer, Buyer acknowledges that such sample or model was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily conform to the sample or model. If the Product involves testing, the criteria for all testing shall be Seller's applicable Product specifications utilizing factory specified calibration and test procedures and instruments. If Acceptance Tests are requested and ordered by the Buyer, it is Buyer's responsibility to specify and propose Acceptance Test Protocol. If such a protocol is not made available and agreed upon by the Seller within 10 days from the Expected Delivery Date a Standard Acceptance Test Protocol defined at sole discretion of the Seller, shall be used and shared with the Buyer. No other tests shall be deemed needed. Standard Production Test procedures are available upon request. Seller's liability under its warranty to Buyer or in connection with any other claim relating to the Products shall be limited to the repair, or at Seller's option, the replacement or refund of the purchase price, of any Products or parts or components thereof which are returned to Seller freight prepaid and which are defective in material or workmanship. Written authorization must be obtained from Seller prior to the return of any Product for any reason, including return for repair, replacement or credit. Products or parts or components thereof which are repaired or replaced by Seller will be returned to Buyer freight collect. This warranty does not apply to goods delivered by Seller but manufactured by third parties. EXCEPT AS EXPRESSLY STATED ABOVE, THIS LIMITED WARRANTY STATES THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE WARRANTY OF SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, ON THE PRODUCTS, OR ON ANY PARTS OR LABOR FURNISHED DURING THE SALE, DELIVERY OR SERVICING OF THE PRODUCTS.

6. **Claims; Commencement of Actions.** Acceptance shall occur if Buyer fails to reject within ten (10) days after delivery of the Products. Buyer shall promptly inspect all Products upon delivery. No claims for shortages will be allowed after acceptance. No claims against Seller will be allowed unless asserted in writing before Acceptance or, in the case of an alleged breach of warranty, within the warranty period on which the defect was or should have been discovered. Any action based upon breach of this contract or upon any other claim arising out of this sale (other than an action by Seller for any amount due to Seller by Buyer) must be commenced within one year from the date of the tender of delivery by Seller or, in the case of a cause of action based upon an alleged breach of warranty, within one year from the date within the warranty period on which the defect was or should have been discovered by Buyer.

7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, ASSEMBLY, USE, LOSS OF USE OR FAILURE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S PRIOR WRITTEN CONSENT, EVEN IF SELLER MAY HAVE BEEN NEGLIGENT. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

8. **Contingencies.** Seller shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; flood; the elements; riot; labor disputes, picketing or other labor controversies; sabotage; civil commotion; explosion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material or equipment used in the manufacture of the Products; failure of any party to perform any contract with Seller relative to the production of the Products, or from any cause whatsoever beyond Seller's control, whether or not such cause be similar or dissimilar to those enumerated.

9. Loss to Buyer's Property; Patent, Trademark, or Copyright Infringement. Seller shall not be liable for, and shall have no duty to provide insurance against, any damage or loss to any goods or materials of Buyer which are used by Seller in connection with this order. Where any Product is manufactured from patterns, plans, drawings, or specifications furnished by Buyer, Buyer shall defend, indemnify Seller against and save Seller harmless from all loss, damage, and expense arising out of any suit or claim against Seller for infringement of any patent, trademark, or copyright because of Seller's manufacture of such Product or because of the use or sale of such Product by any person. Upon Seller's request, Buyer shall, at Buyer's sole cost and expense, retain counsel reasonably acceptable to Seller to appear on Seller's behalf and assume the defense of the any litigation arising out of any such claim.

10. Seller's Specifications, Technical Data. Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Seller furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth. Seller shall at all times retain title to all such documents, and Buyer shall not disclose such to any party other than Seller or a party duly authorized by Seller. Software, if included in the product or accompanying the product as maintenance or configuration application, is hereby licensed and not sold. The license is non-exclusive and is limited to use with the product with which it is included. No other use is permitted and Seller retains for itself all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all right in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly or redistribution of the software. Buyer shall not copy, disclose, or display any such software or otherwise make it available to others.

11. Buyer's Financial Responsibility; Rights of Seller. If Buyer fails in any way to fulfill the terms and conditions on the front or the back hereof, Seller may defer further shipments until such default is corrected or cancel this order and recover damages. Seller shall have a security interest in, and lien upon, any property of Buyer in Seller's possession as security for the payment of any amounts owing to Seller by Buyer.

12. Cancellations. After acceptance by Seller, orders shall not be subject to cancellation by Buyer except with Seller's written consent (and at Seller's sole and absolute discretion) and upon terms that will indemnify Seller against all direct, incidental and consequential loss or damage including but not limited to: direct costs; overhead and other costs which are allocable or apportionable under reasonable accounting practices to the order; storage fees; handling and transportation costs; and material or personnel expenses of Seller.

13. Limitation on Assignment. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other except that Seller shall have the right to subcontract any portion of its obligations to any party or assign all its rights and obligations to any company with which it is affiliated or to any corporation into which it shall be merged, with which it shall be consolidated, or by which it, or all or substantially all of its assets, shall be acquired.

14. Other Rights or Remedies. Except as otherwise provided herein, any rights or remedies granted hereunder to either party shall be in addition to, and not in lieu of, any other rights or remedies of such party at law or in equity.

15. Entire Agreement. Except for any general conditions submitted to Buyer by Seller and the separate warranty hereto, this document contains the entire agreement between Seller and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior and contemporaneous written or oral agreements or negotiations with respect to the subject matter hereof being merged herein. Buyer's order shall be deemed to incorporate, without exception, all the terms and conditions hereof notwithstanding any order form of Buyer containing additional or contrary terms or conditions, unless Buyer shall have expressly advised Seller to the contrary in a writing apart from such order form, and no acknowledgment by Seller of, or reference by Seller to, or performance by Seller under, an order of Buyer shall be deemed to be an acceptance by Seller of any such additional or contrary terms or conditions. In the event of a written request by Buyer for additional or contrary terms or conditions, then such modifications may only be made in these terms and conditions by a written instrument signed by one of Seller's officers. Usage of

trade, course of performance and course of dealing cannot supplement or modify this Quote.

16. Security Interest. Buyer hereby grants Seller a security interest in the Products, and all proceeds thereof and accessions thereto, to secure payment of the purchase price for the Products and all other charges and costs for which Buyer is responsible hereunder. At Seller's direction, Buyer shall, from time to time, do all acts necessary or reasonable to protect Seller's security interest herein created and Buyer shall execute and deliver to Seller all Uniform Commercial Code Financing Statements which Seller may deem necessary to protect its rights and interests as set forth herein. Buyer hereby irrevocably constitutes and appoints Seller as its true and lawful attorney-in-fact, in its name, place and stead, to execute, deliver, acknowledge, file or record any and all such Uniform Commercial Code Financing and Continuation Statements The grant of the foregoing power of attorney is coupled with an interest and shall not be revocable by Buyer until all payments due hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in cash. Seller shall have the remedies of a secured party under the Uniform Commercial Code in force in the State of Illinois.

17. Severability. In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

18. Governing Law; Venue. This document and the sale of all Products shall be governed by and construed in accordance with the internal laws of the State of Illinois. Whenever there is a conflict of laws, the laws of the State of Illinois shall prevail. The parties agree that the sole proper jurisdiction and venue for any disputes hereunder shall be the Circuit Court for Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division. For such purpose, Buyer, if not located in the State of Illinois, irrevocably appoints the Secretary of State of Illinois as its agent for receipt of service of process or notices.

19. Legal Fees. In the event of any litigation arising herefrom, Seller shall be entitled to recover from Buyer all reasonable attorneys' fees, costs and expenses incurred by Seller in enforcing any of Seller's other rights hereunder.

20. Quotations. Any quotation of Seller is subject to, and shall not become binding upon Seller until (i) actual receipt by Seller of Buyer's written order based on all the terms and conditions stated herein, without qualification within 45 days (if not otherwise specified in the quotation) after the date hereof, and (ii) Seller's written acceptance of such order at its main office.