

LUMENPULSE STANDARD TERMS AND CONDITIONS OF SALE

August 30, 2018

These Standard Terms and Conditions of sale ("**Standard Terms**") shall govern all sales transactions between Lumenpulse Group Inc. and its affiliates ("**Lumenpulse**") and the customer whose name appears on Lumenpulse's purchase order (the "**Customer**"), and neither the Customer's purchase order nor any other writing from the Customer shall be binding or have any force or effect on Lumenpulse. Lumenpulse's acceptance of all orders and all offers and sales by Lumenpulse are subject to and expressly conditioned upon Customer's assent to these Standard Terms. Customer's acceptance of any offer by Lumenpulse must be made on such terms and conditions exactly as offered by Lumenpulse. These Standard Terms are effective for all sales of Lumenpulse products from and after the date indicated above. Customers who do not accept these Standard Terms should not order or accept delivery of products from Lumenpulse. Acceptance of Lumenpulse products by Customer or ordering Lumenpulse products shall be deemed Customer's assent to these Standard Terms. Commencement of performance or shipment shall not be construed as acceptance of any of Customer's terms and conditions which are different from or in addition to these Standard Terms. These Standard Terms may be amended from time to time by Lumenpulse and shall govern any additional Customer orders made after such amended Standard Terms are made public. These Standard Terms, in conjunction with the applicable Lumenpulse invoice, include all the terms, warranties, and conditions pertaining to each transaction between the Customer and Lumenpulse, and can in no way be altered, modified or changed unless agreed to in writing by a Lumenpulse authorized officer. Any of Customer's terms and conditions which are different from or in addition to Lumenpulse's terms and conditions are objected to by Lumenpulse and shall be of no effect unless specifically agreed to in writing by Lumenpulse.

ORDERS, PRICING, CHANGES AND CANCELLATIONS

All orders must be accepted in writing by Lumenpulse. Once accepted by Lumenpulse, all orders are final and any change or cancellation request by the Customer will be subject to modification or cancellation charges. A minimum modification or cancellation charge of 30% of the selling price shall be applied to any released order of standard products. A modification or cancellation charge of 100% of the selling price shall be applied to any released order of custom products. Partial cancellations may affect the freight charges which will be adjusted in accordance to the total value of the order after the cancellation. Additions to orders, which have already been processed, will be considered separate orders for purposes of determining freight charges. Lumenpulse reserves the right to refuse modification or cancellation requests at its own discretion. Lumenpulse reserves the right to put on hold or cancel (or cancel any order on hold) any previously accepted order pending resolution to Lumenpulse's satisfaction of any Customer credit issue; in the case of such a hold, prices are confirmed for ninety (90) days during such hold from the date the order was first accepted.

Prices do not include any taxes of any nature (including without limitation VAT, excise taxes, customs duties, or federal, state or local sales taxes) or other government charges (collectively, the "**Taxes**"). All such Taxes are the responsibility of the Customer and shall be paid by the Customer. Lumenpulse may include any such Taxes in the same invoice to the Customer as the Lumenpulse products or in a separate invoice. Payment by Lumenpulse of any such Taxes does not relieve the Customer of payment responsibility, and all such amounts paid on the Customer's behalf shall be amounts owed by the Customer to Lumenpulse on demand. Lumenpulse reserves the right to correct clerical and typographical errors in any term or price.

PAYMENT TERMS

Unless otherwise provided elsewhere in these Standard Terms or in a Lumenpulse invoice, terms are net 30 days from the date of the invoice. Lumenpulse will assess a 1½% monthly service charge (or such lesser amount as permitted by law) to all past due accounts. The Customer will be liable for all costs and expenses incurred by Lumenpulse, including reasonable legal fees, in collecting any amount owing under a past due account.

Payment terms are subject to review of the Customer's credit. Lumenpulse shall have the right, from time to time, as a condition of the acceptance of an order or of the product shipment of an accepted order, to require assurance of payment satisfactory to Lumenpulse. Such assurance may take the form of an irrevocable letter of credit or any other form as decided by Lumenpulse. All amounts owed and payments to Lumenpulse shall be without set-off, deduction, or counterclaim.

Should the Customer be required by law to withhold amounts otherwise due to Lumenpulse, then the Customer's payments to Lumenpulse shall be increased to such an amount as is equal to the amount owed Lumenpulse not including the withheld.

The Customer hereby grants Lumenpulse a security interest in the Lumenpulse products sold to it until payment of the full purchase price, including, without limitation, any shipping costs and charges and Taxes is made to Lumenpulse. The Customer agrees to execute any financing statements or other documents as Lumenpulse requests to perfect, protect or maintain Lumenpulse's security interests.

SHIPMENT/DELIVERY/STORAGE

All shipment and delivery dates on Lumenpulse orders are a best approximation of probable shipment and delivery dates and are not guaranteed. Lumenpulse shall not be liable for costs, expenses or damages incurred by any party due to shipment or delivery after any estimated date. Any change in an order will automatically involve a reschedule of the shipment and delivery date.

For shipments within Canada and the United States with the exception of Hawaii, Alaska and Puerto Rico (excluding Lumenarea poles), Lumenpulse shall pay shipping costs and charges (but not Taxes and not demurrage) for non-express shipped lots of a given order in excess of C\$15,000 provided Lumenpulse determines routing and surface (non-air) method of transportation. Any shipment of a lot under C\$15,000 will be subject to a freight charge. The freight charge for any shipment of a lot between C\$500 and C\$15,000 will be 4% of the total value of the lot or a flat rate of C\$100, whichever is greater. Any shipment of a lot of C\$500 and under will be assessed a freight charge of C\$30 per order. For any shipment of a lot that requires shipment to a construction site, an additional fee of \$100 will be added. Routing and mode of transportation will be determined by Lumenpulse unless otherwise requested by the Customer, in which case the Customer shall assume all shipping costs and charges. Any special shipping requests should be verified with Lumenpulse. Lumenpulse's standard practice is to ship international orders pursuant to Incoterms-2010 Ex-Work factory conditions. Notwithstanding the foregoing, Lumenpulse may, at any time and at its sole discretion, ship orders pursuant to any other Incoterm conditions. In all cases, shipments may be tendered in several lots. Title passes when delivery is made to the possession of the carrier. The Customer must inspect the merchandise upon delivery and report any apparent error or defect to Lumenpulse within ten (10) days of said delivery; should the Customer fail to do so it shall be conclusively presumed that the products were delivered in accordance with the purchase order. Damage to or loss of any goods in transit must be noted on the carrier's delivery freight bill. Lumenpulse will provide the Customer with assistance in order for the Customer to file a

claim with the carrier; however, the Customer may not withhold whole or partial payment pending carrier settlement.

To prevent damages or changes in the performance characteristics of Lumenpulse products, storage temperature must remain between -40°C and +50°C (-40°F and 122°F). Startup temperature should not exceed the L70 operating temperature indicated in the product performance specification or installation instructions.

COMPLIANCE WITH LAWS, INCLUDING EXPORT/IMPORT RESTRICTIONS

With respect to the purchase and, if applicable, resale, of Lumenpulse products, it is the responsibility of the Customer, at its sole cost and expense, to comply with all applicable laws and regulations of any government or other competent authority, including those regarding export or import, and to maintain all necessary permits, licenses and consents. All shipments of Lumenpulse products are subject to applicable export and import laws, including without limitation those of Canada and the United States. Lumenpulse shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension, or governmental delay in issuance of any necessary export license or authority.

LIMITED WARRANTY

Lumenpulse warrants that, for five (5) years from the date of shipment to the Customer, each product will be free from any defects in materials and workmanship which cause the product to fail to operate in accordance with the products' performance specifications as they exist at the time of shipment.

The limited warranty is extended to ten (10) years exclusively for the LUMENCOVE NANO which is driven by Lumendrive technology. The LUMENCOVE NANO limited 10-year warranty is only valid if the product is operated in an ambient environment that does not exceed 25°C. Otherwise, the limited 5-year warranty will apply.

The components and drivers of the Lumenarea products are solely covered by the manufacturer's warranty.

For the color consistency warranty offered for products using the Xicato modules, please refer to Xicato Inc.'s terms and conditions that apply to such warranty.

Data provided by RDM Lumenlife technology relating to life expectancy are estimates that are based on lifetime prediction graphs supplied by LED suppliers and manufacturers. Such data may not be exact and may vary over time.

Each product's performance specifications can be found on Lumenpulse's website at www.lumenpulsegroup.com. The installation instructions are shipped with the product, if they are not shipped or are lost, they can be found on Lumenpulse's website at www.lumenpulsegroup.com.

This limited warranty is void if the product is (i) installed or used improperly or otherwise not in accordance with the installation instructions or the product's performance specifications (whether intentionally or not, including without limitation, if the product is used at any time in an environment or operating range or subjected to electrical values in excess of those specified in the product's performance specifications or subject to power surges or spikes or corrosive environments) or not in accordance with any other instructions or restrictions prescribed by Lumenpulse or any applicable standards or codes, such as, without limitation, those standards of codes of the National Electrical Code, the Standards for Safety of Underwriters Laboratory, Inc., the Conformité Européenne, or the Canadian Standards Association, (ii) altered or repaired other than as authorized in writing by Lumenpulse, (iii) damaged due to Acts of God,

(iv) used other than as a stand-alone product (ie integrated into another lighting product) or (v) damaged in transit or handling.

Inground products require that a certificate of installation be duly completed, signed and returned by the installing contractor to Lumenpulse immediately upon completion of the installation of inground products in accordance with the process outlined on the Lumenpulse website (<http://www.lumenpulse.com/support/installation-certificate>). Failure to return this certificate as indicated herein will void this limited warranty.

Lumenpulse's obligation under this limited warranty is limited to, at Lumenpulse's option, either the repair or replacement of the product or reimbursement of the purchase price. If the product has been discontinued or is no longer available, "replacement of the product" shall mean a comparable product as determined by Lumenpulse. This limited warranty does not extend to products that have been repaired or replaced. LUMENPULSE'S OBLIGATIONS UNDER THIS LIMITED WARRANTY DO NOT INCLUDE ANY OTHER COSTS OR EXPENSES, SUCH AS, WITHOUT LIMITATION, ANY COSTS OR EXPENSES OF REMOVAL OR REINSTALLATION WHATEVER THE CAUSE OR HOWEVER INCURRED OR IMPOSED (FOR EXAMPLE AND WITHOUT LIMITATION, LABOR COSTS OR EXPENSES, ADMINISTRATIVE COSTS, OR REQUIREMENTS OF LAW OR ANY GOVERNMENTAL AGENCY OR BODY).

In order to take advantage of this limited warranty, the Customer must return the allegedly defective product to Lumenpulse in accordance with the "Return" policy set forth below within the specified warranty time period.

This limited warranty extends only to the Customer placing the order with Lumenpulse. In the event that the Customer is authorized by Lumenpulse to resell products to end users (such purchasing end users are referred to herein as "**End Users**"), the limited warranty in these Standard Terms shall apply to all such sales as coming from the Customer, and the Customer shall handle all returns directly with such End User; provided, however, that Lumenpulse (not the Customer) shall determine if (i) the Product breached the terms of its limited warranty and (ii) whether Lumenpulse's obligation under such limited warranty shall be either the repair or replacement of the product or reimbursement of the purchase price; if Lumenpulse so determines that the purchase price will be reimbursed, then the Customer shall reimburse to the End User the full purchase price paid to the Customer by the End User.

THIRD PARTY WARRANTIES

WITH RESPECT TO NON-LUMENPULSE PRODUCTS SOLD BY LUMENPULSE, LUMENPULSE DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. To the extent allowed, however, and if requested by the Customer, Lumenpulse will make available to the Customer the warranties such third party makes available to purchasers of its products.

EXCLUSION OF WARRANTIES

THE REMEDY SET FORTH ABOVE IN "LIMITED WARRANTY" SHALL CONSTITUTE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED DEFECT OF ANY PRODUCT. THE LIMITED WARRANTY SET FORTH IN "LIMITED WARRANTY" IS IN LIEU OF, AND LUMENPULSE EXPRESSLY DISCLAIMS AND THE CUSTOMER EXPRESSLY WAIVES, ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER WITH RESPECT TO PRODUCTS WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A

PARTICULAR PURPOSE OR MERCHANTABILITY. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY LUMENPULSE, ITS AGENTS OR EMPLOYEES SHALL CONSTITUTE OR CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY HEREUNDER.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL LUMENPULSE BE LIABLE TO THE CUSTOMER FOR ANY (I) SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES (EVEN IF LUMENPULSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY PRODUCT OR PROVISION OF THESE STANDARD TERMS (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR (II) AMOUNT WHICH EXCEEDS THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. THE CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY IS A MATERIAL FACTOR IN THE DETERMINATION OF PRODUCT PURCHASE PRICE AND THAT ACCEPTANCE OF THIS LIMITATION OF LIABILITY BY IT IS A FAIR ALLOCATION OF RISK.

RETURNS

End Users (those purchasing products directly from Customers of Lumenpulse, and not from Lumenpulse) should direct all inquiries for returns to the Customer from whom the End User purchased the products, and not Lumenpulse.

Customers wishing to return a product must first contact Lumenpulse directly and obtain a Return Goods Authorization (“**RGA**”) number. Customers may contact Lumenpulse Monday through Friday 9:00 a.m. to 5:00 p.m. by speaking to their Inside Sales Representative at 514-937-3003 and stating the reason for the requested return.

If the reason for return is due to an alleged breach of the terms of the product’s limited warranty, Lumenpulse shall send a RGA form to be completed and included with the returned product. If the reason for return is other than an alleged breach of the terms of the product’s limited warranty, Lumenpulse may or may not issue a RGA, at Lumenpulse’s sole discretion; in such a case, Lumenpulse will not consider a return (i) beyond 90 days from original invoice date, or (ii) for products that are not in resalable condition (including, for example and without limitation, because the products were used in a manner or otherwise subjected to conditions that would otherwise void the limited warranty). In any case, if a Product is returned to Lumenpulse without a valid RGA number, delivery shall be refused and the Customer shall be liable for all return shipping costs and charges, including, as applicable, all Taxes.

If a RGA number is issued, it is valid for thirty (30) days. Products not returned to Lumenpulse within such timeframe shall not be eligible for any return, regardless of reason, and delivery shall be refused. If a RGA number is issued, the Customer shall be responsible for all shipment costs and charges to Lumenpulse, including, as applicable, all Taxes. When returning a product to Lumenpulse, do not write on product box (including, without limitation, writing the RGA number or product description); doing so will result in a charge to cover any required replacements.

Whatever the reason a RGA number is issued, the Customer shall bear sole risk for any product loss or damage while in transit

Under no circumstance with Lumenpulse accept delivery of a product without a valid RGA number.

RETURNS DUE TO ALLEGED PRODUCT DEFECT

If, upon inspection, Lumenpulse determines that a product has breached the terms of its limited warranty, Lumenpulse shall reimburse the Customer for the Customer's shipment costs and charges and all Taxes in returning the Product to Lumenpulse, but only up to the amount of standard UPS non-expedited surface charges from the Customer's destination to Montreal. If Lumenpulse determines that it shall repair or replace a product that has breached the terms of its limited warranty, shipping terms and procedures for such repaired or replaced product shall be as above stated in "Shipment/Delivery", except that Lumenpulse, so long as it determines routing and mode of transportation, shall be responsible for all shipping costs and charges and all Taxes.

If, upon inspection, Lumenpulse determines that a product has not breached the terms of its limited warranty, Lumenpulse shall return the product to the Customer at the Customer's expense, and otherwise according to the terms and procedures as above stated in "Shipment/Delivery", provided that the Customer prepays the shipping costs and charges and Taxes and pays Lumenpulse an additional testing charge of 15% of the product price; if the Customer does not pay such costs and charges and Taxes within 90 days of invoice, Lumenpulse shall be under no obligation to return the products to the Customer, which shall become the property of Lumenpulse. If the product is delivered to Lumenpulse with missing or damaged parts or components, additional charges will result to cover any required replacements.

RETURNS NOT DUE TO ALLEGED PRODUCT DEFECT

If, upon inspection, Lumenpulse determines in its sole discretion that a returned product is in resalable condition (for purposes of clarity and without limitation, a product will not be in resalable condition if used in a manner or otherwise subjected to conditions that would otherwise void the limited warranty) then Lumenpulse shall replace the product for a comparable product at the Customer's expense, and otherwise according to the terms and procedures as above stated in "Shipment/Delivery", provided that the Customer prepays the shipping costs and charges and Taxes and pays Lumenpulse a restocking fee of 50% of the product price; if the Customer does not pay such costs and charges and Taxes and fees within 90 days of invoice, Lumenpulse shall be under no obligation to return the products to the Customer, which shall become the property of Lumenpulse. If the product is delivered to Lumenpulse with missing or damaged parts or components, additional charges will result to cover any required replacements.

RESALES

If the Customer is authorized by Lumenpulse to resell Products to End Users, the terms of sale shall be these Standard Terms, and, unless otherwise provided for in these Standard Terms, all references to Lumenpulse shall instead be references to Customer and all references to Customer shall instead be references to such End User. Even if authorized by Lumenpulse to resell products to End Users, the Customer may not (i) resell any product via the internet, (ii) resell products for integration into a third party's lighting products, or (iii) remove or modify any Lumenpulse patent notices or trademarks from a product, its packaging, or its supporting materials.

INTELLECTUAL PROPERTY

Nothing herein shall be construed to grant to Customer or any End user of Lumenpulse product any right, title, or interest in or to any intellectual property rights (including, without limitation, any patent, trademark, copyright, trade name or trade secrets) embodied in or associated with the products, services or related software that may be already installed in or included with the products or services. Any software included with a product or otherwise licensed by Lumenpulse to Customer, is licensed and not sold. The license is nonexclusive and is limited to use with the product and subject to any additional terms and conditions that may become applicable when the End user installs or accepts the software. Customer shall not sell, transfer, sublicense, reverse engineer or disassemble or redistribute the software. Customer shall not copy, disclose, or display any such software or otherwise make it available to others. No other use is permitted and Lumenpulse retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder.

INDEMNIFICATION

Customer will at all times defend, indemnify and hold harmless Lumenpulse and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, successors and assigns from and against any and all damages, injuries (including death), liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or related to third party claims, actions or demands arising out of or related to any (i) breach of any provision in these Standard Terms by Customer or End User or (ii) improper or negligent installation or use, or unauthorized repair, or integration into another lighting product, of a Product by Customer or End User (or its agents). Customer shall not settle, compromise, or consent to the entry of any judgment with respect to any pending or threatened claim without Lumenpulse's consent unless the settlement, compromise or consent provides for and includes an express, unconditional release of all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, against Lumenpulse.

SPECIFIC TERMS APPLICABLE TO THE QUICKSHIP PROGRAM

The terms in this section applies to the Quickship program in addition to the Lumenpulse Standard Terms. In the event of any inconsistency between the provisions of this section and the rest of the Standard terms, the provisions of this section shall prevail in regard to the Quickship program.

Only specific standard products are eligible for the Quickship program and Lumenpulse reserves the right to modify at its discretion the products that are eligible for the Quickship program. The lead time of ten (10) business days is an estimate and starts from the date the order is processed and excludes weekends and holidays. All orders received by Lumenpulse after 4pm EST will be processed the next business day and any change to an order will affect the lead time. A cancellation fee of 50% of the selling price will apply to all released orders. To be eligible, an order must not exceed \$50,000 USD in value and the Customer must follow the required steps when ordering. Lumenpulse may make partial deliveries. Orders that include both Quickship products and products with standard deliveries will default to the longest lead time. Credit in all Quickship orders must be pre-approved. Lumenpulse may cancel or modify the Quickship program or change its eligibility conditions at any time without notice.

APPLICABLE LAW

These Standard Terms shall govern all sales by Lumenpulse; the law applicable to sales under these Standard Terms shall be the laws in force in the Province of Quebec, and any proceedings concerning the Standard Terms and/or to the relations between the parties shall be brought exclusively before the courts of competent jurisdiction in the judicial district of

Montreal. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded and shall not apply.

MISCELLANEOUS

If any of the provisions of these Standard Terms are deemed by a court of competent jurisdiction to be invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, (a) all other provisions hereof such remain in full force and effect and (b) Lumenpulse and Customer agree to use their best efforts to negotiate a provision, in replacement of the provision held invalid or unenforceable, that is consistent with applicable law and accomplishes, as nearly as possible, the original intention of the Standard Terms. The waiver by Lumenpulse or Customer of a breach or a default of any provision of these Standard Terms by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party. Waivers must be acknowledged in a manually signed writing. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between Lumenpulse and Customer.