

LUTRON GL SALES AND SERVICES PRIVATE LIMITED TERMS AND CONDITIONS OF SALE

1. Acceptance of Orders/Terms: All orders from customer ("Customer") are subject to acceptance by Lutron GL Sales and Services Private Limited ("SUPPLIER"). SUPPLIER reserves the right to reject any order. Possession of a price list does not constitute an offer to sell. Acceptance of any order by SUPPLIER is expressly conditioned on Customer's assent to the terms and conditions set forth herein ("Terms") and the waiver by Customer of any terms and conditions contained in any order form, confirmation, or any other communication of Customer, whether previously or hereafter delivered to SUPPLIER, which either add to, differ from, modify, conflict with or are otherwise inconsistent with any term or condition herein. SUPPLIER hereby gives notice of its objection to any additional or different terms or conditions in any such order form, confirmation or communication. Customer's failure to object in writing to these Terms prior to the earlier of Customer's acceptance of the products ordered or fifteen (15) days after delivery thereof to Customer will constitute agreement by Customer to these Terms.

2. Hold for Release Orders: An order may be placed on a hold-for-release basis. Prices are firm for 3 months from date of order acceptance. The price of all hold-for-release orders not released by Customer for immediate shipment within 3 months from the date of order acceptance will be increased by up to 10% over the initial order price to cover additional cost of labor and material. All hold-for-release orders not released for immediate shipment within 6 months from the date of order acceptance may be cancelled by SUPPLIER and subject to a 25% cancellation charge based on the price of the order.

3. Product Changes: SUPPLIER reserves the right to discontinue the manufacture or sale of any product ("Supplier Product") at any time or to alter, modify or redesign the Supplier Products.

4. Use of Trademarks: Customer may use SUPPLIER'S trademarks and trade names solely for the promotion and sale of Supplier Products. SUPPLIER is the owner of SUPPLIER'S trademarks and trade names and nothing in the Agreement gives Customer any right, title or interest in SUPPLIER'S trademarks and trade names. Customer shall not contest the ownership or validity of SUPPLIER'S trademarks and trade names. Customer shall not use any other trademark, service mark, trade name or the like in combination with SUPPLIER'S trademarks or trade names and shall not incorporate SUPPLIER'S trademarks or trade names into internet addresses, nor use any mark that is confusingly similar to SUPPLIER'S trademarks and trade names. SUPPLIER may revoke Customer's right to use its trademarks and trade names at any time and for any reason and Customer shall immediately cease all use of SUPPLIER'S trademarks and trade names.

5. Price: All prices stated in a Lutron Price List or as otherwise provided to Customer in writing are subject to change without notice. Should any governmental action or request prevent SUPPLIER from implementing any price or continuing any price already in effect, SUPPLIER may at its option cancel Customer's order or any part thereof.

6. Taxes/Duties: All prices exclude Taxes (as defined in Article 14). Supplier Products are subject to any and all applicable Taxes and payment of such Taxes are the sole responsibility of the Customer.

7. Credit Approval: Customer credit approval is required prior to any shipment. If SUPPLIER determines at any time that Customer's financial condition does not justify the extension of credit to Customer, then SUPPLIER may at its option require cash payments in advance or other satisfactory security prior to delivery.

8. Cancellation/Change Orders: Orders for standard Supplier Products may only be revised or cancelled

by Customer prior to the date of loading at the place of shipment, and only with SUPPLIER's prior consent. Orders for nonstandard or custom Supplier Products may only be revised or cancelled by Customer prior to the commencement of production, and only with SUPPLIER's prior consent. Any product which SUPPLIER has the capability of producing but does not inventory is considered a nonstandard or custom product. All cancelled orders, whether for standard Supplier Products or nonstandard or custom Supplier Products, shall be subject to a cancellation charge of 25% of the order price. If not cancelled as provided herein, Customer shall be liable for the full order price.

9. Packaging/Shipping/Risk of Loss: Unless otherwise agreed by SUPPLIER in writing (i) SUPPLIER shall select the method of shipment and carrier, and (ii) costs for shipping may be billed to Customer in accordance with the carrier's then current price list. Costs for special packaging and/or handling requested by Customer shall be the responsibility of Customer. Unless the parties otherwise agree, risk of loss and the allocation of costs and expenses in connection with shipment shall be in accordance with the Incoterms set forth in the applicable purchase order. Title is deemed to transfer at the same point where risk transfers under the Incoterms used, unless otherwise stipulated in a sales contract.

10. Title: Title to the Supplier Products shall only pass to the Customer upon the occurrence of any one of the following events: (i) the Customer having paid to the SUPPLIER all sums (including any default interest, if applicable) due from it to the SUPPLIER under the applicable invoice(s) between the SUPPLIER and the Customer and SUPPLIER having received such payment as defined in the these Terms, or (ii) the SUPPLIER serving on the Customer notice in writing specifying that title to the Supplier Product has passed. Until title to the Supplier Product has passed to the Customer as set forth herein, the Customer shall possess the Supplier Product as a fiduciary and bailee of the SUPPLIER. If the SUPPLIER so requires, Customer shall store the Supplier Product separately from other goods and shall ensure that they are clearly identifiable as belonging to the SUPPLIER. The SUPPLIER may recover Supplier Product in respect of which title has not passed to the Customer at any time and the Customer irrevocably authorizes/licenses the SUPPLIER, its officers, employees and agents to enter upon any premises of the Customer, with or without vehicles, for the purpose either of recovering goods in respect of which title has not passed to Customer or confirming that the Supplier Product is being stored and/or identified as required by SUPPLIER.

11. Delivery: Quoted shipping and/or delivery dates are based on estimates at the time of order. SUPPLIER shall use reasonable commercial efforts to meet such shipping and/or delivery dates, but SUPPLIER shall not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages, resulting from late deliveries, to the extent permitted by law. Except as expressly provided otherwise herein, Customer agrees to purchase and pay for all material ordered as specified on SUPPLIER's invoice.

12. Claims for Loss, Damage or Shortage: Any claims for damage, loss or shortage should be filed by Customer with the respective transportation carrier in writing immediately upon receipt of the Supplier Products. In no event shall SUPPLIER be liable for damage or loss to a shipment caused by a carrier. If shortage exists with respect to any shipment and it is not concealed, Customer shall secure a notation of such shortage from the carrier on the freight bill or delivery receipt. If shortage is concealed, Customer must notify the carrier and SUPPLIER within 15 days. No claims for damage, loss or shortage will be allowed unless they are accompanied by an inspection report or signed delivery receipt noting such damage, loss or shortage signed by a representative of the carrier and forwarded to SUPPLIER within 30 days of the invoice date.

13. Return of Supplier Product: Customer may return Supplier Product to the Supplier only with prior written authorisation of the Supplier. Upon authorisation, a Return Good Authorization (RGA) form will be issued to the Customer by the Supplier based on the following terms and conditions:

1. Non-standard and custom Supplier Products are not returnable
- 2a. Supplier Product must be new, unopened, undamaged, in the original carton and with a date of purchase less than six (6) months prior to the proposed return. Any product received opened or used will be subject to return or no credit issued.

Or

- 2b. Supplier Product must be defective in materials or workmanship from Lutron.
3. All defective returns must be properly packaged. Any returned units that have been damaged in shipping due to insufficient packaging will be subject to no credit issued.
4. Supplier Products must still be within our standard Lutron warranty. Out-of-date products are subject to return or no credit issued.
5. Goods returned are only for those products previously authorised and listed on the RGA form. Any unauthorised returned products are subject to return or no credit issued.
6. A minimum of 25% restocking charge will apply to any approved new material returns.
7. All freight and duties on returned goods are the responsibility of the customer. All returned goods are shipped to address mentioned on the RGA form:
8. RGA number must be referenced on all outside cartons and packing list.

14. Payment: All invoices, whether partial or in full, shall be due and payable in full by Customer pursuant to the terms set forth thereon. Invoices not timely paid are subject to an interest charge of 1.5% per month on any unpaid balance or the maximum rate allowed by law, (whichever is lower), which interest charges shall accrue beginning on the invoice due date. If Customer (i) becomes insolvent, files or has filed against it a petition in bankruptcy, makes any assignment for the benefit of creditors, or has a receiver or trustee appointed for it or its property, (ii) takes action to liquidate or otherwise cease doing business as a going concern, (iii) undergoes a change in ownership, (iv) fails to provide adequate assurance or security for credit extended, or (v) takes any other action that SUPPLIER determines in its sole discretion adversely impacts the conditions under which credit was extended, then all amounts outstanding from Customer hereunder shall at SUPPLIER's option become immediately due and payable. ALL PAYMENTS, WHETHER UNDER THE STANDARD PAYMENT TERMS OR OTHERWISE, SHALL BE CONSIDERED RECEIVED BY SUPPLIER AS FOLLOWS: (A) FOR PAYMENTS BY CHECK, WHEN THE CHECK IS RECEIVED AT SUPPLIER'S DESIGNATED PAYMENT LOCATION, AND (B) FOR PAYMENTS BY ELECTRONIC FUNDS TRANSFER, THE BUSINESS DAY ON WHICH THE FUNDS ARE IMMEDIATELY AVAILABLE TO SUPPLIER. Customer shall pay all undisputed invoices regardless of any dispute that may exist as to other delivered or undelivered goods. With respect to any disputed invoice, Customer shall pay all amounts not in dispute. Customer expressly waives the right to assert any offset or counterclaim with respect to amounts due under any invoice issued by SUPPLIER hereunder.

Customer shall make and remit any payments due to SUPPLIER without deduction of or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever

nature ("Taxes") now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein with respect to such payments and all interest, penalties or similar liabilities with respect thereto. If Customer or any other person is required by any law or regulation to make any deduction of, or withholding on account of any Taxes from any payment to the SUPPLIER due under this Agreement, Customer shall, together with such payment, pay such additional amount ("gross up") as to ensure that SUPPLIER receives full payment. Customer represents and warrants to SUPPLIER that the full amount of any such deductions or withholding shall be accurately and timely paid over to the relevant authorities and Customer shall promptly forward to SUPPLIER copies of official receipts or other evidence satisfactory to SUPPLIER regarding such payment. Customer shall also agree to fully indemnify and hold SUPPLIER harmless, and reimburse SUPPLIER upon its written request, for the amount of any Taxes so levied or imposed and paid by SUPPLIER.

Notwithstanding the generality of the forgoing, Customer shall be responsible for the payment of any applicable tax (excluding taxes based on SUPPLIER'S income or profits) that results from the transfer of title or sale or delivery of the Supplier Products purchased hereunder unless a valid and correct tax exemption certificate is furnished to SUPPLIER prior to delivery. In case transfer of title or sale or delivery of the Supplier Products is subject to reduced tax rates under any applicable law upon submission of any certificate or form by the Customer to the SUPPLIER, such valid and correct form shall be provided within three (3) months or within the time limit stipulated under such applicable law. Further, legal admissibility of any form or certificate pertaining to reduction in tax rate or exemption from tax under any applicable law shall be the sole responsibility of the Customer and in the event such form or certificate becomes inadmissible, is found to be legally invalid, delayed or incorrect in any manner whatsoever, the Customer warrants that it will be responsible for any loss or damage to the SUPPLIER as a reason of such inadmissibility, invalidity, delay or incorrectness, as the case may be and shall indemnify the SUPPLIER for any loss or damage (including but not limited to tax, fine or penalty of any nature) incurred.

15. SUPPLIER Obligations/Limitation of Liability: SUPPLIER PRODUCT DELIVERED HEREUNDER AND ALLEGED TO BE DEFECTIVE OR OTHERWISE OPENED AND THEN RETURNED TO CUSTOMER BY AN END-USER MAY BE RETURNED BY CUSTOMER TO SUPPLIER FOR A PERIOD UP TO ONE (1) YEAR FROM THE DATE OF SALE BY CUSTOMER TO END-USER. UPON RETURN OF SUPPLIER PRODUCT BY CUSTOMER, SUPPLIER MAY ELECT, AT ITS SOLE OPTION, TO RETURN THE CONSIDERATION PAID BY CUSTOMER TO SUPPLIER FOR SUCH RETURNED PRODUCT OR TO DELIVER CONFORMING PRODUCTS TO CUSTOMER. THE PRODUCT-SPECIFIC WRITTEN WARRANTIES PROVIDED IN OR WITH THE SUPPLIER PRODUCT ARE INTENDED EXCLUSIVELY FOR THE BENEFIT OF THE END-USER AND NOT CUSTOMER. **THE FOREGOING IS THE ONLY OBLIGATION OF SUPPLIER TO CUSTOMER RELATING TO DEFECTIVE PRODUCTS AND IS IN LIEU OF ALL OTHER OBLIGATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SUPPLIER BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND TO THE EXTENT PERMITTED BY LAW.**

16. Remedies of Customer: THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND THE SOLE AND EXCLUSIVE OBLIGATION OF SUPPLIER FOR ANY BREACH OF CONTRACT CLAIM THAT SUPPLIER PRODUCTS DELIVERED DO NOT OTHERWISE CONFORM TO THE ACCEPTED ORDER SHALL BE EITHER THE RETURN OF CONSIDERATION PAID BY CUSTOMER TO SUPPLIER RELATED TO THE SUPPLIER PRODUCT INVOLVED, OR UPON SUPPLIER'S ELECTION, THE DELIVERY OF CONFORMING SUPPLIER PRODUCTS TO CUSTOMER. WITH RESPECT TO SUPPLIER'S NONCOMPLIANCE WITH ANY OTHER OBLIGATION OF

SUPPLIER HEREUNDER, THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND THE SOLE AND EXCLUSIVE OBLIGATION OF SUPPLIER WILL BE AS SUPPLIER IN ITS DISCRETION WILL DETERMINE AS FOLLOWS: (1) SUPPLIER MAY ELECT TO CURE SUCH NONCOMPLIANCE WITHIN A REASONABLE PERIOD OF TIME, OR (2) IF SUPPLIER FAILS TO CURE SUCH NONCOMPLIANCE, CUSTOMER MAY RECOVER AN EQUITABLE AMOUNT NOT TO EXCEED SUCH CHARGES AS WERE PREVIOUSLY PAID TO SUPPLIER BY CUSTOMER RELATING TO THE BREACH. **CUSTOMER WAIVES ALL OTHER REMEDIES, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE REMEDIES OF SPECIFIC PERFORMANCE AND REPLEVIN. ANY ACTION BROUGHT BY CUSTOMER IN CONNECTION WITH SUPPLIER'S PERFORMANCE HEREUNDER MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUES OR IT WILL BE DEEMED WAIVED. TO THE EXTENT PERMITTED BY LAW, SUPPLIER'S LIABILITY TO CUSTOMER, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED AMOUNTS PAID BY CUSTOMER TO SUPPLIER FOR THE SUPPLIER PRODUCTS INVOLVED, AND CUSTOMER RELEASES SUPPLIER FROM ALL CLAIMS AND LIABILITIES IN EXCESS OF THIS LIMITATION. IN NO EVENT SHALL SUPPLIER BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND.**

17. Excused Performance: SUPPLIER shall be under no liability for any failure to perform any of its obligations under these Terms or any contract if and to the extent that the failure is caused by reason of any cause outside the control of the SUPPLIER. Delivery suspended or not made by reason of force majeure shall be canceled without liability, but the Terms shall otherwise remain unaffected. SUPPLIER may allocate its available supply of Supplier Products or materials among itself and its customers in its sole discretion and without liability to Customer.

18. Compliance with Laws, Regulations & Orders: Customer warrants that it will comply at all times with all applicable laws, ordinances, rules and regulations and when requested, shall furnish evidence to SUPPLIER of such compliance. Customer shall, without limitation, comply with U.S. laws and regulations relating to exports, export controls, and foreign corrupt practices.

Customer acknowledges and agrees that Supplier Products may be subject to trade control laws, including the export control and economic sanctions laws of the United States, Canada, the European Union, and/or other jurisdictions, which may restrict the export of products from the United States and their re-export from other countries. Customer will comply with all applicable laws and regulations in the performance of this Agreement and in the import, export, re-export, shipment, transfer, sale, use, operation, maintenance, or repair of Supplier Products and any related technology and services. Customer hereby specifically acknowledges and confirms that it will not distribute or otherwise transfer Supplier Products or engage in the provision of technical support or other services, directly or indirectly through third parties or otherwise, to jurisdictions that may now or in the future be subject to U.S. territorial sanctions, including Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of the Ukraine. Despite anything to the contrary in the present Agreement, SUPPLIER shall not be required to act in any way that is prohibited by applicable trade control laws. It shall be in the sole discretion of SUPPLIER to refrain from being directly or indirectly involved in the provision of Supplier Products, goods, services and/or technology that may be prohibited by applicable trade control laws.

Customer represents and warrants that neither Customer, nor any parent, subsidiary, affiliate, or associated company of Customer, is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List

administered by the US Department of Treasury's Office of Foreign Assets Control; Denied Parties List, Unverified List or Entity List maintained by the US Department of Commerce's Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the US Department of State's Directorate of Defense Trade Controls (collectively, "Restricted Party Lists"); and is not owned or controlled by any Restricted Party. Customer shall immediately notify SUPPLIER if Customer, any parent, subsidiary, affiliate or associated company of Customer becomes listed on any Restricted Party List or owned or controlled by Restricted Parties. Customer hereby acknowledges and confirms that, unless specifically authorized in these Terms and under applicable trade control laws, it will not sell, export, re-export, transfer or re-transfer any Supplier Products or any related technology or services that are sold or otherwise provided hereunder (including samples), directly or indirectly through third parties or otherwise, to any company or individual on the Restricted Party List.

19. Entire Agreement. The terms and conditions contained herein constitute the entire agreement between SUPPLIER and Customer and supersede any and all prior agreements, whether oral, written or implied. No modification of these terms and conditions shall be effective unless made in writing and executed by SUPPLIER.

20. Dispute Resolution: The Customer and the Supplier desire to resolve disputes arising out of or relating to these Terms without litigation. Accordingly, except as provided below, the Customer and the Supplier agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to these Terms or their breach. All disputes arising out of or in connection with these Terms, including any dispute regarding its existence, validity, breach or termination thereof, shall to the extent possible, be settled amicably by negotiation and discussion by the parties. Any dispute which cannot be settled amicably as aforesaid shall be finally settled by arbitration administered in accordance with the provisions of the Arbitration and Conciliation Act, 1996, applicable at the time of the submission of the dispute to arbitration. The place of arbitration shall be in Gurgaon-Haryana, India or such other place as mutually agreed to by the parties and the arbitration shall be held in the English language. The parties agree that the dispute shall be adjudicated by a single arbitrator mutually agreeable to, and appointed by Customer and the Supplier. In the event the Customer and the Supplier fail to appoint a single arbitrator, the Customer and the Supplier shall appoint one (1) arbitrator each and the two (2) arbitrators so appointed shall nominate a third presiding arbitrator. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Judgment upon the award rendered by the arbitrator shall be deemed final, binding and non-appealable. The Terms shall be governed by and construed and enforced in accordance with the laws of the India, without giving effect to its principles of conflicts of laws.

21. General: This agreement shall not be assigned by Customer without the prior written consent of SUPPLIER, and any assignment made without such consent shall be null and void. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This agreement shall be governed by and construed in accordance with the laws India, without giving effect to its conflicts of law provisions.